

## SAN DIEGO CITY SCHOOLS

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**PROCUREMENT & DISTRIBUTION DEPARTMENT**  
Labor Compliance Office

August 22, 2000

Stephen J. Smith  
Director  
Department of Industrial Relations  
770 L Street, Suite 1160  
Sacramento, CA 95814

Dear Mr. Smith:

Thank you for your response of July 21, 2000 to our concerns pertaining to language in the proposed San Diego Unified School District's Labor Compliance Program.

We have included all your proposed changes in the program and have enclosed the revised document for your use.

If you should have any questions, please do not hesitate to call me.

Sincerely,

L. L. "Don" Hendrix  
Interim Labor Compliance Officer  
Procurement & Distribution Department

c Hurley  
Pisk  
Zoller  
Lujan  
Clark

**SAN DIEGO UNIFIED SCHOOL DISTRICT**

**LABOR COMPLIANCE PROGRAM**

**PREPARED BY  
LABOR COMPLIANCE PROGRAM OFFICE**

**JANUARY 2000**

**SAN DIEGO UNIFIED SCHOOL DISTRICT  
BUSINESS SERVICES DIVISION  
Procurement & Distribution Department**

**LABOR COMPLIANCE PROGRAM  
IMPLEMENTATION PLAN & OPERATIONAL MANUAL**

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## Section I

### SAN DIEGO UNIFIED SCHOOL DISTRICT LABOR COMPLIANCE PROGRAM OFFICE

## Introduction

January 2000

## INTRODUCTION

**The San Diego Unified School District institutes this Labor Compliance Program for the purpose of implementing its policy relative to the labor compliance provisions of state and federally funded public works contracts.**

This program is applicable to:

- All construction projects over \$25,000.
- All public works projects for alteration, demolition, repair, or maintenance work over \$15,000.

California Labor Code Section 1770, et seq., and Education Code Section 39321 require contractors on public works projects pay their workers based on the prevailing wage rates which are established and issued by the Department of Industrial Relations, Division of Labor Statistics and Research.

California Labor Code Section 1776 requires contractors to keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

California Labor Code Section 1777.5 requires contractors to employ registered apprentices on public works projects.

This labor compliance program contains the labor compliance standards required by state and federal laws, regulations, and directives, as well as school district policies and contract provisions, which include, but are not limited to, the following:

1. Payment of applicable general prevailing wage rates.
2. Employment of properly registered apprentices.
3. Providing certified payroll records upon request but not less than weekly.
4. Monitoring district construction sites for the verification of proper payments of prevailing wage rates and work classification.
5. Conducting pre-job conferences with contractors/subcontractors.
6. Withholding contract payments and imposing penalties for noncompliance.
7. Preparation and submittal of annual reports.

A Labor Compliance Committee will be formed to address any disputes that may arise from contractors, subcontractors, or workers that relate to the Labor Compliance Program and can not be resolved by the Labor Compliance Office. The Labor Compliance Committee will consist of one representative from the Building Trades Council, Association of General Contractors, and the district. The district has the right to decline a proposed representative from organizations listed here in.

The district will provide for augmentation of its Labor Compliance Program through the use of qualified nondistrict volunteer organizations. Organizations interested in providing such volunteers will be notified of all orientation and training sessions to be conducted by the districts Labor Compliance Office. All site monitors, district and volunteers, are required to attend such sessions prior to visiting any job sites. Organizations interested will submit the name(s) of their volunteer monitor(s) to the district's Labor Compliance Committee for review. The Labor Compliance Committee will review each name and if accepted, will forward the names(s) to the Labor Compliance Office for processing and contact. The district reserves the right to refuse any name submitted.

All non-district volunteer site monitors will be fingerprinted, receive and display a district issued picture identification badge when visiting district property, sign District Rules of Engagement form, and abide by all district rules and regulations while on district property. All site visitations/interviews will be conducted under the direction of the district Labor Compliance Office.

Note:

A limited exemption from this program applies to the following:

- Construction contracts valued at less than \$25,000.
- All other public works contracts valued at less than \$15,000.

Increases to the above values as a result of changes in work scope remove them from the limited exemption, and they then become subject to all Labor Compliance Program requirements.

Section II

**SAN DIEGO UNIFIED SCHOOL DISTRICT**  
**LABOR COMPLIANCE PROGRAM OFFICE**

**LABOR COMPLIANCE PROGRAM**

**January 2000**

**SAN DIEGO UNIFIED SCHOOL DISTRICT**

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Interim Labor Compliance Officer  
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SAN DIEGO UNIFIED SCHOOL DISTRICT

**LABOR COMPLIANCE PROGRAM**

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## **INTRODUCTION**

The San Diego Unified School District institutes this Labor Compliance Program for the purpose of implementing its policy relative to the labor compliance provisions of state and federally-funded public works contracts. This Labor Compliance Program contains the labor compliance standards required by state and federal laws, regulations, and directives, as well as school district policies and contract provisions.

The California Labor Code Section 1770, et seq., and Education Code Section 39321 require that contractors on public works projects pay their workers based on the prevailing wage rates which are established and issued by the Department of Industrial Relations, Division of Labor Statistics and Research.

In November 1994, the San Diego Unified School District began administering a program for monitoring the prevailing wage rates paid to tradesworkers on public works projects throughout the district. This district program ensures that all contractors and subcontractors comply with prevailing wage and certified payroll record laws pursuant to Labor Code Section 1770, et seq.

In establishing this Labor Compliance Program, the district adheres to the statutory requirements as enunciated in Section 1771.5 of the Labor Code. Further, it is the intent of the district to actively enforce this Labor Compliance Program by monitoring district construction sites for the payment of prevailing wage rates, and by requiring contractors and subcontractors having workers on district sites to submit copies of certified payroll records demonstrating their compliance with the payment of prevailing wage rates.

Should applicable sections of the Labor Code undergo alteration, amendment, or deletion, San Diego Unified School District will modify the affected portions of this program accordingly.

SAN DIEGO UNIFIED SCHOOL DISTRICT  
**LABOR COMPLIANCE PROGRAM**

**SECTION I.**  
**PUBLIC WORKS SUBJECT TO PREVAILING WAGE LAWS**

State prevailing wage rates apply to all public works contracts as set forth in Labor Code Sections 1720, 1720.2, 1720.3, and 1771, and include, but are not limited to, such types of work as construction, alteration, demolition, repair, or maintenance work. The Division of Labor Statistics and Research (DLSR) predetermines the appropriate prevailing wage rates for particular construction trades and crafts by county.

**A. Types of Contracts to Which Prevailing Wage Requirements Apply**

As provided in Labor Code Section 1771.5(b), an awarding body Labor Compliance Program (LCP), as approved by the Director of the Department of Industrial Relations, shall apply to public works contracts that require the payment of prevailing wage rates and shall include all construction contracts **over \$25,000** and all contracts **over \$15,000** when the project is for alteration, demolition, repair, or maintenance.

**B. Limited Exemption from the Requirement to Pay Prevailing Wages**

Upon election of a Labor Compliance Program (LCP) for the San Diego Unified School District, there shall be a limited exemption from the requirement to pay prevailing wage rates for any public works project of **\$25,000 or less**, when the project is for construction work; or for **\$15,000 or less**, when the project is for alteration, demolition, repair, or maintenance work.

With the district's initiation and enforcement of its LCP pursuant to Labor Code Section 1771.5(a), all construction contracts under \$25,000 and all other public works contracts under \$15,000 would be included in the limited exemption from the legal requirement to pay prevailing wages.

The district shall require that all limited exemption projects for construction, alteration, demolition, repair, or maintenance work be identified as such in all bid advertisements and awarded contracts.

Moreover, if the amount of a limited exemption contract subject to this section is changed, and, as a result, exceeds the applicable dollar limits under which the payment of the prevailing wage rates is not required, those workers employed on the contract (after the amount due the contractor has reached the applicable limit) shall be paid at the prevailing wage rates. San Diego Unified School District agrees that it will not allow this provision to be misused or abused.

C. Applicable Dates for Enforcement of the LCP

The applicable dates for enforcement of awarding body Labor Compliance Programs is established by Section 16425 of the California Code of Regulations. Contracts are not subject to the jurisdiction of the Labor Compliance Program until after the program has received initial or final approval. Moreover, the limited exemption from the payment of prevailing wages pursuant to Labor Code Section 1771.5(a) does not apply to any such contract until after the LCP has received initial or final approval.

**SAN DIEGO UNIFIED SCHOOL DISTRICT  
LABOR COMPLIANCE PROGRAM**

**SECTION II.  
COMPETITIVE BIDDING ON DISTRICT PUBLIC  
WORKS CONTRACTS**

The district publicly advertises upcoming public works projects to be awarded according to a competitive bidding process. Further information regarding the requirements of the district's bidding process may be obtained from the district's Bid Processing Section. All district bid advertisements (or bid invitations) and public works contracts shall contain appropriate language concerning the requirements of the Public Works chapter of the Labor Code.

All contractors responding to a bid advertisement must obtain and review plans for the public works project as well as attend a Job Walk meeting (Pre-Bid meeting). This meeting provides an opportunity for the Labor Compliance Program representative to explain the district's Labor Compliance Program and prevailing wage requirements to contractors interested in bidding on the project. It also affords the contractor ample notice of the prevailing wage and certified payroll record requirements so that they may incorporate the proper labor costs into their estimates and bid amounts.

SAN DIEGO UNIFIED SCHOOL DISTRICT  
**LABOR COMPLIANCE PROGRAM**

**SECTION III.**  
**JOB START MEETING**

After the district awards the public works contract, and prior to the commencement of the work, a mandatory Job Start meeting (Pre-Job conference) shall be conducted by the LCP representative with the contractor and those subcontractors listed in its bid documents.

At that meeting, the LCP representative will discuss the federal and state labor law requirements applicable to the contract, including prevailing wage requirements, the respective record keeping responsibilities, the requirement for the submittal of certified payroll records to the district, and the prohibition against discrimination in employment.

The LCP representative will provide the contractor and each subcontractor with a Checklist of Labor Law Requirements (presented as Attachment A on pages 33 to 38) and will discuss in detail the following checklist items:

1. The contractor's duty to pay prevailing wages (Labor Code Section 1770, et seq.);
2. The contractor's duty to employ registered apprentices on public works projects (Labor Code Section 1777.5);
3. The penalties for failure to pay prevailing wages (for nonexempt projects) and to employ apprentices, including forfeitures and debarment (Labor Code Sections 1775 and 1777.7);
4. The requirement to maintain and submit copies of certified payroll records to the district as required (Labor Code Section 1776), and penalties for failure to do so (Labor Code Section 1776(g));
5. The prohibition against employment discrimination (Labor Code Sections 1735 and 1777.6; the Government Code; and Title VII of the Civil Rights Act of 1964, as amended);
6. The prohibition against taking or receiving a portion of an employee's wages (Labor Code Section 1778);
7. The requirement that all employees be given an itemized wage deduction statement with each payment of wages (labor Code Section 226 et. seq);
8. The prohibition against accepting fees for registering any person for public works (Labor Code Section 1779) or for filing work orders on public works (Labor Code Section 1780);
9. The requirement to list all subcontractors that are performing one-half of one percent of the total amount of the contract (Government Code Section 4100, et seq.);
10. The requirement to be properly licensed and to require all subcontractors to be properly licensed, and the penalty for employing workers while unlicensed (Labor Code Section

1021 and 1021.5, and Business and Professions Code Section 7000, et seq., under California Contractors License Law);

11. The prohibition against unfair competition (Business and Professions Code Sections 17200-17208);
12. The requirement that the contractor be properly insured for Workers' Compensation (Labor Code Section 1861);
13. The requirement that the contractor abide by the Occupational Safety and Health laws and regulations that apply to the particular public works project; and
14. The requirement to demonstrate employment diversity in the hiring of women and ethnic groups as outlined in the Public Contracts Code and in the district contract.

The contractors and subcontractors present at the Job Start meeting will be given the opportunity to ask questions of the LCP representative relative to the items contained in the Labor Law Requirements Checklist. The checklist will then be signed by the contractor's representative and the district's LCP representative, **a representative of each subcontractor**, and the district's LCP representative.

At the Job Start meeting, the LCP representative will provide the contractor with a copy of the district's LCP package which includes: a copy of the approved Labor Compliance Program, the checklist of Labor Law Requirements, applicable Prevailing Wage Rate Determinations, blank certified payroll record forms, fringe benefit statements, State apprenticeship requirements, and a copy of the Labor Code relating to Public Works and Public Agencies (Part 7, Chapter 1, Sections 1720-1861).

It will be the contractor's responsibility to provide copies of the LCP package to all listed subcontractors and to any substituted subcontractors.



**SAN DIEGO UNIFIED SCHOOL DISTRICT  
LABOR COMPLIANCE PROGRAM**

**SECTION IV.  
REVIEW OF CERTIFIED PAYROLL RECORDS**

**A. Certified Payroll Records Required**

The contractor shall maintain payrolls and basic records (timecards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, superintendent and foreman daily logs, etc.) during the course of the work and shall preserve them for a period of three (3) years thereafter for all trades workers working at the district's project sites. Such records shall include the name, address, and social security number of each worker, his or her classification, a general description of the work each employee performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid.

**1. Submittal of Certified Payroll Records**

The contractor shall maintain weekly certified payroll records for submittal to the San Diego Unified School District Labor Compliance Office as required. The contractor shall be responsible for the submittal of payroll records of all its subcontractors. All certified payroll records shall be accompanied by a statement of compliance signed by the contractor indicating that the payroll records are correct and complete, that the wage rates contained therein are not less than those determined by the Director of the Department of Industrial Relations, and that the classifications set forth for each employee conform with the work performed.

**2. Full Accountability**

Each individual, laborer or craftsperson working on a public works contract must appear on the payroll. The basic concept is that the employer who pays the tradesworker must report that individual on its payroll. This includes individuals working as apprentices in an apprenticeable trade. Owner-operators are to be reported by the contractor employing them, rental equipment operators are to be reported by the rental company paying the workers' wages.

Sole owners and partners who work on a contract must also submit a certified payroll record listing the days and hours worked, and the trade classification descriptive of the work actually done. The contractor shall make the records required under this section available for inspection by an authorized representative of the district and the Department of Industrial Relations, and shall permit such representatives to interview tradesworkers during working hours on the project site.

**3. Responsibility for Subcontractors**

The contractor shall be responsible for ensuring adherence to labor standards provisions by its subcontractors in the manner specified by Labor Code Section 1775. Moreover, the contractor is responsible for Labor Code violations by its subcontractors of which it has knowledge.

- a. The contractor shall monitor the payment of the specified general prevailing per diem wages by each subcontractor to its employees by periodic review of the subcontractor's certified payroll records.
- b. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project (upon receipt of notification that a wage complaint has been resolved, the contractor shall pay any money retained from and owed to a subcontractor).
- c. Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the general prevailing rate of per diem wages to its employees on the public works project, as well as any penalties which may have been imposed for working hours violations (Labor Code Section 1813).

#### 4. Payment to Employees

Employees must be paid unconditionally, and not less often than once each week, the full amounts which are due and payable for the period covered by the particular payday. An employer must, therefore, establish a fixed workweek (i.e., Sunday through Saturday) and an established payday (such as Friday or the preceding day should such payday fall on a holiday). On each and every payday, each worker must be paid all sums due as of the end of the preceding workweek and must be provided with an itemized wage statement.

If an individual is called a subcontractor, when, in fact, he/she is merely a journeylevel mechanic supplying only his/her labor, such an individual would not be deemed a bona fide subcontractor and must be reported on the payroll of the contractor who contracted for his or her services as a tradesworker. Moreover, any person who does not hold a valid contractor's license cannot be a subcontractor, and anyone hired by that person is the worker or employee of the contractor who contracted for his or her services for purposes of workers' compensation laws.

A worker's rate for straight time hours must equal or exceed the rate specified in the contract by reference to the Prevailing Wage Rate Determinations for the class of work actually performed. Any work performed on Saturday, Sunday, and/or a holiday, or a portion thereof, must be paid the prevailing rate established for those days regardless of the fixed workweek. The hourly rate for hours worked in excess of 8 hours in a day or 40 hours in a workweek shall be premium pay. All work performed in excess of eight hours per day, 40 hours per week, on Saturday, on Sunday, and on holidays shall be paid in accordance with the applicable Prevailing Wage Determination.

#### B. Apprentices

Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered and approved by the State Division of Apprenticeship Standards. The allowable ratio of apprentices to journeypersons in any craft/classification shall not be greater than the ratio permitted to the contractor as to its entire

workforce under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered shall be paid the journeylevel wage rate determined by the Department of Industrial Relations for the classification of the work he/she actually performed. An apprentice who is registered and has worked outside of the prescribed geographic area is not qualified to receive the apprentice rate and must be paid the journeylevel rate.

The contractor shall furnish written evidence of the registration (i.e., Apprenticeship Agreement or Statement of Registration) of its training program and apprentices, as well as the ratios allowed and the wage rates required to be paid thereunder for the area of construction, prior to using any apprentices in the contract work.

Pre-apprentice trainees, trainees in nonapprenticeable crafts, and others who are not duly registered will not be permitted on public works projects unless they are paid full prevailing wage rates as journeypersons.

Compliance with California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

1. Apply for a Certificate of Approval for the employment and training of apprentices for each craft or trade;
2. Employ apprentices on public works projects in a ratio to journeypersons as stipulated in the Apprenticeship Standards under which each Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one (1) apprentice to each five (5) journeypersons;
3. Contribute to the training fund in the amount identified in the prevailing wage rate publication for journeypersons and apprentices. Where the trust fund administrators cannot accept the contributions, then payment shall be made to the California Apprenticeship Council, Post Office Box 420603, San Francisco, CA 94142; and
4. It should be noted that a prior approval for a separate project does not confirm approval to train on any project. The contractor/subcontractor must check with the applicable Joint Apprenticeship Committee to verify status.

C. Audit of Certified Payroll Records

Audits shall be conducted by the Labor Compliance Office, and shall also be conducted at the request of the Labor Commissioner to determine whether all tradesworkers on project sites have been paid according to the prevailing wage rates.

The audit record form (presented as Attachment B on pages 39 to 41) demonstrates the sufficient detail that is necessary to verify compliance with Labor Code requirements.

SAN DIEGO UNIFIED SCHOOL DISTRICT  
**LABOR COMPLIANCE PROGRAM**

**SECTION V.**  
**REPORTING OF WILLFUL VIOLATIONS TO**  
**THE LABOR COMMISSIONER**

If an investigation reveals that a willful violation of the Labor Code has occurred, the Labor Compliance Office will make a written report to the Labor Commissioner which shall include: (1) a detailed report which shall accurately describe the nature of the alleged violation and a description of the evidence which supports said allegations, (2) an audit consisting of a comparison of payroll records to the best available information as to the actual hours worked, (3) the classification of workers employed on the public works contract, and any other additional investigative information as may be required to clarify the audit. Reports will be submitted on all appropriate willful violations including intent to defraud and deliberate failure or refusal to comply with public works law. All reports will include a recommendation regarding the appropriateness of debarment. Principal areas of concern include, but are not limited to, the following:

A. Failure to Comply with Prevailing Wage Rate Requirements

Failure to comply with prevailing wage rate requirements (as set forth in the Labor Code and district contracts) is determined a willful violation whenever less than the stipulated basic hourly rate is paid to tradesworkers, or if overtime, holiday rates, fringe benefits, and/or employer payments are paid at a rate less than stipulated. The facts related to such willful violations may result in a determination that the contractor intended to defraud its employees of their wages.

B. Falsification of Payroll Records, Misclassification of Work, and/or Failure to Accurately Report Hours of Work

Falsification of payroll records and failure to accurately report hours of work is characterized by deliberate underreporting of hours of work; underreporting the headcount; stating that the proper prevailing wage rate was paid when, in fact, it was not; clearly misclassifying the work performed by the worker; and any other deliberate and/or willful act which results in the falsification or inaccurate reporting of payroll records. Such violations are deemed to be willful violations committed with the intent to defraud.

C. Failure to Submit Certified Payroll Records

The contractors and subcontractors shall have 10 days upon notification by the LCP representative in which to comply with the requirement for submittal of payroll records that are complete and accurate.

D. Failure to Make Employer Payments

Employer payments are defined as the amounts stipulated for fringe benefits or trust fund contributions and are determined to be part of the required prevailing wage rate. Failure to make employer payments or provide fringe benefits and/or make trust fund contributions in a timely manner is equivalent to payment of less than the stipulated wage rate and shall be reported to the Labor Commissioner, upon completion of an investigation and audit.

E. Failure to Pay the Correct Apprentice Rates and/or Misclassification of Workers as Apprentices

Failure to pay the correct apprentice rate or classifying a worker as an apprentice when not properly registered is equivalent to payment of less than the stipulated wage rate and shall be reported to the Labor Commissioner, upon completion of an investigation and audit.

SAN DIEGO UNIFIED SCHOOL DISTRICT  
**LABOR COMPLIANCE PROGRAM**

**SECTION VI.**  
**ENFORCEMENT ACTION**

A. Duty of the Awarding Body

The San Diego Unified School District, as the awarding body having an initially approved LCP, has a duty to the Director of the Department of Industrial Relations to enforce the Labor Code public works requirements (Chapter 1 of part 7 of Division 2 and Division 3 of the Labor Code) and the procedural regulations of the Department of Industrial Relations in a manner consistent with the practice of Title 8, California Code Regulations, Section 16000, et seq.

B. Withholding Contract Payments When Payroll Records are Delinquent or Inadequate

1. "Withhold" means to cease payments by the awarding body, or others who pay on its behalf, or agents, to the contractor. Where the violation is by a subcontractor, the contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code Section 1729;

A release bond under Civil Code Section 3196 may not be posted for the release of the funds being withheld for the violation of the prevailing wage law.

2. "Contracts," except as otherwise provided by agreement, means only contracts under a single master contract, or contracts entered into as stages of a single project which may be the subject of withholding pursuant to Labor Code Sections 1720, 1720.2, 1720.3, 1720.4, 1771, and 1771.5;
3. "Delinquent payroll records" means those not submitted on the basis set forth in the district contract and the Labor Compliance Program;
4. "Inadequate payroll records" are any one of the following:
  - a. A record lacking the information required by Labor Code Section 1776;
  - b. A record which contains the required information but which is not certified, or certified by someone not an agent of the contractor or subcontractor;
  - c. A record remaining uncorrected for one payroll period, after the awarding body has given the contractor notice of inaccuracies detected by audit or record review; provided, however, that prompt correction will stop any duty to withhold if such inaccuracies do not amount to 1 percent of the entire certified weekly payroll in dollar value and do not affect more than half the persons listed as workers employed on that certified weekly payroll, as defined in Labor Code Section 1776 and Title 8 CCR Section 16401. Prompt correction will stop any duty to withhold if such inaccuracies are **de minimus**.
5. Provision relating to the penalty under Labor Code Section 1776:

Pursuant to Labor Code Section 1776, the contractor shall, as a penalty to the San Diego Unified School District on whose behalf the contract is awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated.

C. Withholding for Violation for Not Paying the Per Diem Prevailing Wages

1. “Amount equal to the underpayment” is the total of the following determined by payroll review, audit, or admission of the contractor or subcontractor:
  - a. The difference between the amounts paid to workers and the correct General Prevailing Wage Rate of Per Diem Wages as defined in Title 8, CCR Section 16000, et seq.;
  - b. The difference between the amounts paid to workers and the correct amounts of employer payments, as defined in Title 8 CCR Section 16000, et seq. and determined to be part of the prevailing rate costs of contractors due for employment of workers in such craft, classification, or trade in which they were employed and the amounts paid;
  - c. Estimated amounts of “illegal taking of wages”; and
  - d. Amounts of apprenticeship training contributions paid to neither the program sponsor’s training trust nor the California Apprenticeship Council.
2. Provisions relating to the penalties under Labor Code Sections 1775, 1777.7, and 1813:
  - a. Pursuant to Labor Code Section 1775, the contractor shall, as a penalty to the San Diego Unified School District on whose behalf the contract is awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages.
  - b. In situations involving overtime, the contractor shall, as an additional penalty to the San Diego Unified School District on whose behalf the contract is awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Section 1813 of the Labor Code.
  - c. Pursuant to Labor Code Section 1777.5, contractors and subcontractors are required to employ registered apprentices on public works projects. Each contractor and subcontractor shall keep an accurate payroll record relative to apprentices per Section 1776 of the Labor Code. Contractors or subcontractors found in violation of Labor Code Sections 1775, 1777.5, and/or 1777.7 shall forfeit as a civil penalty the sum of fifty dollars (\$50) for each calendar day of noncompliance to the San Diego Unified School District.

D. Forfeitures Requiring Approval by the Labor Commissioner

1. "Forfeitures" are the amounts of unpaid penalties and wages assessed by the San Diego Unified School District for violations of the prevailing wage laws, whether collected by withholding from the contract amount, by suit under the contract, or both. The Division of Labor Standards Enforcement will notify the contractor/subcontractor of their right to a hearing to determine the appropriateness of amounts withheld.
2. "Failing to pay the correct rate of prevailing wages" means those public works violations which the Labor Commissioner has exclusive authority to approve before they are recoverable by the Labor Compliance Program, and which are appealable by the contractor in court or before the Director of the Department of Industrial Relations under Labor Code Section 1771.7. Regardless of what is defined as prevailing "wages" in contract terms, noncompliance with the following are considered failures to pay prevailing wages:
  - a. Nonpayment of items defined as "Employer Payments" and "General Prevailing Rate of Per Diem Wages" in Title 8 CCR Section 16000 and Labor Code Section 1771.
  - b. Payroll records required by Labor Code Section 1776;
  - c. Labor Code Section 1777.5 but only insofar as the failure consists of paying apprentice wages lower than the journeylevel rate to a worker who is not an apprentice as defined in Labor Code Section 3077, working under an apprentice agreement in a recognized program;
  - d. Labor Code Section 1778, Kickbacks;
  - e. Labor Code Section 1779, Fee for Registration;
  - f. Labor Code Sections 1813, 1815, and Title 8 CCR Section 16200(a)(3)(F) overtime for work over 8 hours in any one day or 40 hours in any one week. All work performed on Saturday, Sunday, and/or a holiday shall be paid pursuant to the prevailing wage determination.

E. Determination of Amount of Forfeiture by the Labor Commissioner

1. Where the SDUSD Labor Compliance Program requests a determination of the amount of forfeiture, the request shall include a file or report to the Labor Commissioner which contains at least the following information:
  - a. The deadline by which contract acceptance or filing of a notice of completion, under Labor Code Section 1775, plus 90 days, will occur;
  - b. Any other deadline which, if missed, would impede collection;
  - c. Evidence of violation in narrative form;
  - d. Evidence that an "audit" or "investigation" occurred;
  - e. Evidence that the contractor was given the opportunity to explain why it believes there was no violation; or that any violation was caused by mistake, inadvertence, or



neglect before the forfeiture was sent to the Labor Commissioner, and the contractor either did not do so or failed to convince the awarding body of its position;

- f. Where the LCP of the awarding body seeks not only amounts of wages but also a penalty as part of the forfeiture, and the contractor has unsuccessfully contended that the cause of violation was a mistake, inadvertence, or neglect, a statement should accompany the proposal for a forfeiture with a recommended penalty amount, pursuant to Labor Code Section 1775;
  - g. Where the LCP of the awarding body seeks only wages or a penalty less than \$50 per day as part of the forfeiture, and the contractor has successfully contended that the cause of violation was a mistake, inadvertence, or neglect, then the file should include the evidence as to the contractor's knowledge of its obligation, including the Program's communication to the contractor of the obligation in the bid invitations, at the pre-job conference agenda and records, and any other notice given as part of the contracting process. Included with the file should be a statement similar to that described in subsection (f) above and recommended penalty amounts, pursuant to Labor Code Section 1775;
  - h. The previous record of the contractor in meeting prevailing wage obligations.
- 2. The file or report shall be served on the Labor Commissioner not less than 30 days before the final payment or, if that deadline has passed, not less than 90 days before the expiration of the deadline to file suit under Labor Code Section 1775.
  - 3. A copy of the file or report shall be served on the contractor at the same time as it is sent to the Labor Commissioner.

The San Diego Unified School District may exclude from the documents served on the contractor copies of documents secured from the contractor during an audit, investigation, or meeting if those documents are clearly referenced in the file or report. Along with the copy served on the contractor shall be a notice stating all deadlines and rights of the contractor to contest the amount of forfeiture. The Notice of Deadlines for Forfeitures under CCR Section 16437 (presented as Attachment C on pages 42 and 43) fulfills the requirements of this subsection.

- 4. The Labor Commissioner shall affirm, reject, or modify the forfeiture in whole or in part as to penalty and/or wages due.
- 5. The determination of the forfeiture by the Labor Commissioner is effective on the following date for Labor Compliance Programs having **initial approval** pursuant to Section 16426 of the California Code of Regulations: on the date the Labor Commissioner serves by first class mail on the San Diego Unified School District and on the contractor, an endorsed copy of the proposed forfeiture, or a drafted forfeiture statement which sets out the amount of forfeiture approved. Service on the contractor is effective if made on the last address supplied by the contractor in the record.

The Labor Commissioner's approval, modification, or disapproval of the proposed forfeiture shall be served within 30 days of receipt of the proposed forfeiture or no more than 30 days after the notice of completion has been filed.

F. Deposits of Penalties and Forfeitures Withheld

1. Where the involvement of the Labor Commissioner has been limited to a determination of the actual amount of penalty, forfeiture, or underpayment of wages, and the matter has been resolved without litigation by or against the Labor Commissioner, the San Diego Unified School District shall deposit penalties and forfeitures into its General Fund.
2. Where collection of fines, penalties, or forfeitures results from court action to which the Labor Commissioner and the San Diego Unified School District are both parties, the fines, penalties, or forfeitures shall be divided between the General Funds of the State and the San Diego Unified School District, as the court so deems.
3. All amounts recovered by suit brought by the Labor Commissioner, and to which the San Diego Unified School District is not a party, shall be deposited in the General Fund of the State of California.
4. All wages and benefits which belong to a worker and are withheld or collected from a contractor or subcontractor, either by withholding or as a result of court action pursuant to Labor Code Section 1775, and which have not been paid to the worker or irrevocably committed on the worker's behalf to a benefits fund, shall be deposited with the Labor Commissioner, who will deal with such wages and benefits in accordance with Labor Code Section 96.7.

**SAN DIEGO UNIFIED SCHOOL DISTRICT  
LABOR COMPLIANCE PROGRAM**

**SECTION VII.  
APPEALS OF A LABOR COMPLIANCE  
PROGRAM ENFORCEMENT ACTION**

A contractor or subcontractor has the following rights should he or she wish to challenge the termination of the withholding:

1. A contractor or subcontractor may request a hearing before the Labor Commissioner in accordance with the provisions of California Administrative Code sections 16410 thru 16414. (Presented as Attachment D on pages 44, 45 and 46.)
2. A contractor or subcontractor may file a civil action in any court of competent jurisdiction pursuant to labor Code Section 1732.
3. A contractor may appeal the result of a Labor Compliance Program enforcement action by serving a Notice of Appeal on the Director of the Department of Industrial Relations as an alternative to going to court under Labor Code Section 1732. Such notice must be served within 20 days of the first date the contractor was served by the LCP with a Notice of Determination of Forfeiture which has been approved by the Labor Commissioner.
4. A contractor may appeal an enforcement action by a political subdivision pursuant to Labor Code Section 1771.7 to the Director of the Department of Industrial Relations. Notwithstanding Labor Code Section 1732, any appeal shall waive the contractor's right to bring court action on the same issue.

The Notice of Appeal shall state the grounds for the appeal, and whether a hearing is desired. The decision to hold a hearing on the appeal is within the sole discretion of the Director of the Department of Industrial Relations. The Director may appoint a hearing officer to review the record, conduct a hearing, and recommend a decision. The Director of the Department of Industrial Relations shall have the final decision on the appeal.

Upon receipt of a copy of the Notice of Appeal, the awarding body, the San Diego Unified School District, shall, within 30 days, forward to the Director of the Department of Industrial Relations a full copy of the Evidence Report, the record of the enforcement proceedings, the proof of service of the documents to the contractor, and any further documents, arguments, or authorities it wishes to have considered in the appeals process.

The Director of the Department of Industrial Relations may request a supplemental report from the San Diego Unified School District on the activities of the Labor Compliance Program. This report will be an update of the Annual Report which is required per Section 16431 of the Final Regulations (Title 8, Group 4, Article 1), the details of which are outlined in Section X of this LCP (page 30).

Upon receipt of the Notice of Appeal, and all documentation referred to hereinabove, the Director of the Department of Industrial Relations shall have 90 days in which to issue a determination. If additional time is required due to the complexity of the issues, or for other good causes, the Director shall have the right, upon notice to the parties, to one 30-day

extension of time in which to issue the determination. The Director's ruling on the appeal shall be final.

SAN DIEGO UNIFIED SCHOOL DISTRICT  
**LABOR COMPLIANCE PROGRAM**

**SECTION VIII.**  
**PRIORITY DISTRIBUTION OF FORFEITED SUMS**

A. Withholding of Forfeited Sums

Pursuant to Labor Code Section 1727, it shall be the policy of the San Diego Unified School District that prior to making payment to the contractor of monies due under any contract for public works, the district shall withhold and retain from the contractor's account all amounts which have been forfeited pursuant to any stipulation under said contract for public works. But no sum shall be withheld, retained, or forfeited, except from the final payment, without a full investigation by the school district.

B. Disposition of Forfeited Sums

1. The prevailing wage recovery process of this Labor Compliance Program is in accordance with Labor Code Section 1775, which provides that out of any funds withheld, recovered, or both, there shall first be paid the amount due each worker notwithstanding the filing of any Stop Notice by any person pursuant to Civil Code Section 3179, et seq. Therefore, all workers employed on a public works project who are paid less than the prevailing wage rate shall have **priority** over all Stop Notices filed against the contractor.
2. In the event that there are insufficient funds available in the contractor's account to pay the total amount of prevailing wage violations and penalty amounts due, the unpaid prevailing wages shall have **priority** and must, therefore, be paid first, in accordance with Labor Code Section 1775.  
Furthermore, if insufficient funds are withheld, recovered, or both, to pay each underpaid worker in full, the money shall be prorated among all said underpaid workers; and all penalties shall be deposited in the General Fund of the San Diego Unified School District.

SAN DIEGO UNIFIED SCHOOL DISTRICT  
**LABOR COMPLIANCE PROGRAM**

**SECTION IX.**  
**OUTREACH ACTIVITIES**

To ensure the successful implementation of the District's Labor Compliance Program, the following activities will be conducted by the district Labor Compliance Program representatives as outreach efforts:

A. Providing Information to the Public

The Contract Compliance Officer of the Labor Compliance Program Office will be responsible for communication and outreach activities relative to providing information to the public on the district's Labor Compliance Program as follows:

1. Regular presentations to contractors at all district Job Walk meetings (Pre-Bid conferences) and Job Start meetings (Pre-Job conferences);
2. Ongoing communication with workers at district job sites when review of the certified payroll records reveals the possibility of prevailing wage violations;
3. Periodic meetings with contractors and subcontractors interested in public works contracting with the district.
4. Periodic meetings with San Diego building and trade organizations and other community entities.

B. In-Service Management of the Labor Compliance Program

The Labor Compliance Program Office will provide in-service workshops as needed for Business Services and Finance divisions management personnel, and district legal staff relative to the terms, requirements, and administration of the Labor Compliance Program to include:

1. Business Services Division
  - a. Architect's Office
  - b. Facilities Planning Department
  - c. Facilities Development Department
  - d. Maintenance and Operations Department
  - e. Risk Management Department
2. Finance Division
3. Legal Office and General Counsel

SAN DIEGO UNIFIED SCHOOL DISTRICT  
**LABOR COMPLIANCE PROGRAM**

**SECTION X.**  
**ANNUAL REPORTS**

A. Annual Report on Prevailing Wage Monitoring to the SDUSD Superintendent and Board of Education

The Labor Compliance Program Office will submit to the SDUSD Superintendent and Board of Education an annual report on prevailing wage monitoring which will include the following information:

1. Progress report on the Labor Compliance Program.
2. Fiscal year-end summary of:
  - a. Monitoring activities
  - b. Record keeping activities
  - c. Labor Code violations identified and reported to DLSE
  - d. Statistical analysis of the prevailing wage violations on district public works projects
  - e. Statistical data on the ethnicity and gender of those workers not paid prevailing wages and awarded back wages
  - f. Summary of outreach activities

B. Annual Report on the SDUSD Labor Compliance Program to the Director of the Department of Industrial Relations

The SDUSD Labor Compliance Program Office will submit to the Director of the Department of Industrial Relations an annual report on the operation of its Labor Compliance Program within 60 days after the end of its fiscal year, or accompany its request for an extension of initial approval, whichever comes first. The annual report will contain, as a minimum, the following information:

1. Number of public works contracts awarded, and their total value;
2. The number, description, and total value of public works contracts awarded which were exempt from the requirement of payment of prevailing wages in accordance with Labor Code Section 1771.5(a);
3. A summary of wages due to workers resulting from failure by contractors to pay prevailing wage rates; the total amount withheld from money due the contractors; and the total amount recovered by action in any court of competent jurisdiction;
4. A summary of penalties and forfeitures imposed and withheld, or recovered in a court of competent jurisdiction; and
5. A special summary of all audits that were conducted upon the request of the Director of the Department of Industrial Relations.

Copies of this report will be distributed to the SDUSD Superintendent and the Board of Education.



SAN DIEGO UNIFIED SCHOOL DISTRICT  
**LABOR COMPLIANCE PROGRAM**

**ATTACHMENTS**

This section contains the attachments applicable to the Labor Compliance Program of the San Diego Unified School District.

ATTACHMENT A

SAN DIEGO UNIFIED SCHOOL DISTRICT  
LABOR COMPLIANCE OFFICE

**CHECKLIST OF LABOR LAW REQUIREMENTS**  
**FOR REVIEW AT JOB START MEETINGS**

(In accordance with CCR Section 16430)

The federal and state labor law requirements applicable to the contract are composed of, but not limited to, the following:

1. Payment of Prevailing Wage Rates

The award of a public works contract requires that all workers employed on the project be paid not less than the specified general prevailing wage rates by the contractor and its subcontractors, unless subject to exemption per Labor Code Section 1771.5. Should a contract exceed exemption amounts, the contractor and its subcontractors are required to pay not less than the specified general prevailing wage rates.

The contractor is responsible for obtaining and complying with all applicable general prevailing wage rates for tradesworkers and any rate changes which may occur during the term of the contract. Prevailing wage rates and rate changes are to be posted at the job site for workers to view.

2. Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on public works projects per Labor Code Section 1777.5.

3. Penalties

Penalties, including forfeitures and debarment, shall be imposed for contractor/subcontractor failure to pay prevailing wages (for nonexempt projects), failure to maintain and submit accurate certified payroll records upon request, failure to employ apprentices, and for failure to pay employees for all hours worked at the correct prevailing wage rate, in accordance with Labor Code Sections 1775, 1776, 1777.7, and 1813.

4. Certified Payroll Records

Per Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records which reflect the name, address, social security number, and work classification of each employee; the straight time and overtime hours worked each day and each week; the fringe benefits; and the actual per diem wages paid to each journey person, apprentice, worker, or other employee hired in connection with a public works project.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or to his or her authorized representative on request.

Contractors and subcontractors shall maintain their certified payrolls on a weekly basis and shall submit said payrolls to the SDUSD Labor Compliance Office when requested to do so,

but no less often than once a month by the 10<sup>th</sup> day of that month. In the event that there has been no work performed during a given week, the Certified Payroll Record shall be annotated “No Work” for that week.

5. Nondiscrimination in Employment

Prohibitions against employment discrimination are contained in Labor Code Sections 1735 and 1777.6; the Government Code; the Public Contracts Code; and Title VII of the Civil Rights Act of 1964, as amended. All contractors and subcontractors are required to implement equal employment opportunity practices for women and ethnic groups as delineated below:

a. Equal Employment Poster

The equal employment poster shall be posted at the job site in a conspicuous place visible to employees and employment applicants for the duration of the project.

b. Records

The contractor and each subcontractor shall maintain accurate records of employment information as required by the Monthly Employment Utilization Report. This report shall specify the ethnicity and gender for each employee in a craft, trade, or classification.

c. Reports

A Monthly Employment Utilization Report for the contractor **and** for each of its subcontractors is required to be completed and submitted via fax to the SDUSD Labor Compliance Program Office each month by no later than the fifth day of that month. Reports are to be for the previous month’s work and are to be project specific. If no work was performed during that month, the form shall clearly state “No Work.”

d. Recruitment

The contractors and subcontractors shall make specific and continual efforts, both written and verbal, to recruit females and ethnic group members from those organizations offering such assistance and through any other available sources.

Union contractors are to request ethnic group members and females when requesting workers to be dispatched. Recruitment efforts are to be documented demonstrating the contractor’s good faith efforts.

Further, efforts should be made to employ apprentices on public works contracts per Labor Code Section 1777.5; efforts to employ apprentices should also be documented.

e. Good Faith Efforts

The contractor, when required, must submit and comply with an Employment Diversity (Affirmative Action) Plan as specified in the contract. The contractor’s subcontractors must all comply with the elements contained in this plan. Failure to comply with the Employment Diversity Plan or to demonstrate good faith efforts must be documented by

providing clear and complete written information, when requested to do so, of the individual(s) contacted by the contractor in its good faith effort.

6. Kickback Prohibited

Per Labor Code Section 1778, contractors and subcontractors are prohibited from accepting, taking wages illegally, or extracting “kickback” from employee wages;

7. Acceptance of Fees Prohibited

Contractors and subcontractors are prohibited from exacting any type of fee for registering individuals for public work (Labor Code Section 1779); or for filling work orders on public works contracts (Labor Code Section 1780);

8. Listing of Subcontractors

Contractors are required to list all subcontractors hired to perform work on a public works project when that work is equivalent to more than one-half of one percent of the total effort (Government Code Section 4100, et seq.);

9. Proper Licensing

Contractors and subcontractors are required to be properly licensed. Penalties will be imposed for employing workers while unlicensed (Labor Code Section 1021 and Business and Professions Code Section 7000, et seq. under California Contractors License Law);

10. Unfair Competition Prohibited

Contractors and subcontractors are prohibited from engaging in unfair competition (Business and Professions Code Sections 17200-17208);

11. Workers' Compensation Insurance

All contractors and subcontractors are required to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of Labor Code Section 3700 (Labor Code Section 1861);

12. OSHA

Contractors and subcontractors are required to comply with the Occupational, Safety and Health laws and regulations applicable to the particular public works project; and

13. Employment Diversity

Contractors are required to submit an Employment Diversity (Affirmative Action) Plan to the SDUSD Labor Compliance Program Office as required by the Public Contracts Code, the district contract, and district policy.

In accordance with federal and state laws, and with district policy and contract documents, the undersigned contractor herein certifies that it will comply with the foregoing labor law requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

**For the Contractor:  
School District:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For the San Diego Unified**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SAN DIEGO UNIFIED SCHOOL DISTRICT  
LABOR COMPLIANCE PROGRAM OFFICE**

**LABOR COMPLIANCE PROGRAM  
AUDIT RECORD FORM**

(For Use with CCR Section 16432 Audits)

An audit record is sufficiently detailed to “verify compliance with the requirements of Chapter 1, Public Works, Part 7 of Division 2,” when the audit record displays that the following procedures have been followed:

1. Audit of the obligation to carry workers’ compensation insurance means producing written evidence of a binder issued by the carrier, or telephone or written inquiry to the Workers’ Compensation Insurance Rating Bureau;
2. Audit of the obligation to employ and train apprentices means inquiry to the program sponsor for the apprenticeable craft or trade in the area of the public work as to: whether contract award information was received, including an estimate of journeyperson hours to be performed and the number of apprentices to be employed; whether apprentices have been requested, and whether the request has been met; whether the program sponsor knows of any amounts received from the contractor or subcontractor for the training fund or the California Apprenticeship Council; and whether persons listed on the certified payroll in that craft or trade being paid less than the journeyperson rate are apprentices registered with that program and working under apprentice agreements approved by the Division of Apprenticeship Standards;
3. Audit of the obligation to pass through amounts, made part of the bid, for apprenticeship training contributions to either the training trust or the California Apprenticeship Council, means asking for copies of checks remitted, or when the audit occurs more than 30 days after the month in which payroll has been paid, copies of canceled checks remitted;
4. Audit of “illegal taking of wages” means inspection of written authorizations for deductions (as listed in Labor Code Section 224) in the contractor’s files and comparison to wage deduction statements furnished to employees (Labor Code Section 226), together with an interview of several employees as to any payments made which are not reflected on the wage deduction statements;
5. Audit of the obligation to keep records of working hours (Title 8 CCR Section 16432), and pay not less than required for hours worked in excess of 8 hours/day and 40 hours/week (Title 8 CCR Section 16200(a)(3)(F), means review and audit of weekly certified payroll records;
6. Audit of the obligation to pay the prevailing per diem wage means review and audit of weekly certified payroll records for compliance with:
  - a. All elements defined as the General Prevailing Rate of Per Diem Wages in Title 8 CCR Section 16000, which were determined to be prevailing in the Director’s determination in effect on the date of the call for bids, or as reflected in any subsequent revised determination issued by the Director’s office, copies of which are

available at the SDUSD Labor Compliance Program Office and posted at the public works job site;

- b. All elements defined as Employer Payments to Workers set forth in Title 8 CCR Section 16000, which were determined to be prevailing in the Director's determination in effect on the date of the call for bids, or as reflected in any subsequent revised determination issued by the Director's office, copies of which are available at the SDUSD Labor Compliance Program Office and posted at the public works job site.

**SAN DIEGO UNIFIED SCHOOL DISTRICT  
LABOR COMPLIANCE PROGRAM OFFICE**

**LABOR COMPLIANCE PROGRAM**

**NOTICE OF DEADLINES FOR FORFEITURES**

(Under CCR Section 16437)

**TO: \_\_\_\_\_ (NAME OF CONTRACTOR)**

This document requests the Labor Commissioner of California to approve a forfeiture of money you would otherwise be paid. The San Diego Unified School District Labor Compliance Program Office is asking the Labor Commissioner of California to agree, in 20 days, that the enclosed Evidence Report and package of materials indicates that you have violated the law.

Your failure to respond to San Diego Unified School District's request that the Labor Commissioner approve a forfeiture, by writing to the Labor Commissioner within 20 days of the date of service (the date of postmark) of this document on you, may lead the Labor Commissioner to affirm the proposed forfeiture and may also end your right to contest those amounts further.

You must serve any written response on the Labor Commissioner and the San Diego Unified School District Labor Compliance Program Office by return receipt requested/certified mail. If you serve a written explanation, with evidence, as to why the violation did not occur or why the penalties should not be assessed, within the 20-day period, it will be considered. Your request must also include whether a hearing is desired.

**And**

If you change your address, or decide to hire an attorney, it is your responsibility to advise the San Diego Unified School District Labor Compliance Program Office by certified mail. Otherwise, notices will be served at your last address on file, and deadlines may pass before you receive such notice.



**Title 8. Industrial Relations**

**Division 1. Department of Industrial Relations**

**Chapter 8. Office of the Director**

**Subchapter 3. Payment of Prevailing Wages on Public Works**

**Article 7. Withholding of Funds From Contractor - Hearing Procedure §16410.**  
**Definitions:**

As used in these regulations, the terms “awarding body,” “contractor,” and “subcontractor” shall have the same meaning as in Part 7 of Division 2 of the Labor Code. The term “affected subcontractor” shall mean a subcontractor whose alleged failure to pay the prevailing wage or to otherwise comply with the provisions of Labor Code §§1720-1812 resulted in the withholding of funds pursuant to Labor Code §1727.

NOTE: Authority cited: Section 1773.5, Labor Code. Reference: Section 1727, 1730, 1731, 1732, 1733, 1775, 1776(g), and 1813, Labor Code.

**§16411. Notice to Contractor and Affected Subcontractor.**

- (a) Upon the decision to withhold, retain or forfeit any sum from a payment due to a contractor as permitted by Labor Code §1727, the Division of Labor Standards Enforcement shall give written notice to the awarding body, the contractor, and to any affected subcontractor, of the withholding, retention, or forfeiture.
- (b) Said notice shall include the following information:
  - (1) The amount to be withheld retained or forfeited.
  - (2) A short statement of the factual basis upon which said amount is to be withheld, retained, or forfeited, including, but not limited to, the computation of any wages found to be due, and the computation of any penalties assessed under Labor Code §1775.
  - (3) Notice of the right to request a hearing under these regulations, and of the manner in which, and the time within which a hearing must be requested.
- (c) Said notice shall be sent by certified mail to the last known address of any affected subcontractor. The records of the state Contractors’ License Board may be used to determine the address of a contractor or affected subcontractor.

NOTE: Authority cited: Section 1773.5, Labor Code. Reference: Section 1727, 1730, 1731, 1732, 1733, 1775, 1776(g), and 1813, Labor Code.

**§16412. Withholding, Retention, or Forfeiture.**

- (a) When notice has been sent as provided in section 16411, above, the awarding body shall proceed to withhold retain or forfeit the amount stated in the notice, pursuant to Labor Code § 1727. Such withholding retention or forfeiture shall be subject to the right of a contractor or affected subcontractor to request a hearing, as provided in section 16413, below, and further subject to the right of a contractor or a contractor’s assignee to bring suit against the awarding body as provided by Labor Code §§ 1731-1733.
- (b) Nothing in these regulations shall extend, or affect in any way, the statutory time limits provided by Labor Code §§ 1731-1733.

NOTE: Authority cited: Section 1773.5, Labor Code. Reference: Section 1727, 1730, 1731, 1732, 1733, 1775, 1776(g), and 1813, Labor Code.

**§16413. Request for Hearing.**

- (a) A Contractor or subcontractor desiring a hearing regarding the withholding, retention, or forfeit of an amount may request such a hearing by letter postmarked within 30 days of the date of the mailing of the notice provided by section 16411, above, mailed to the awarding body, and to:

Division of Labor Standards Enforcement  
Legal Section  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, California 94102

- (b) A request for hearing shall contain a statement of all factual and legal grounds upon which the withholding is contested, identifying the specific element or elements, issue or issues, being contested, including, but not limited to:

- (1) the classification of workers included in the computation of wages found to be due;
- (2) the hours worked by such workers;
- (3) the prevailing wage requirements applicable to such classification;
- (4) the amounts paid to such workers;
- (5) the assessment and computation of statutory penalties;
- (6) any erroneous mathematical calculations.

Assertions of fact included in the statement shall be supported by documentary evidence, e.g., time cards, canceled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, receipts or other evidence which reflect job assignments, work schedules by days and hours, and evidence of the disbursement by way of cash, check, or in whatever form or manner, of funds to a person or persons by job classification and/or skill, and if appropriate, declarations under penalty of perjury.

NOTE: Authority cited: Section 1773.5, Labor Code. Reference: Section 1727, 1730, 1731, 1732, 1733, 1775, 1776(g), and 1813, Labor Code.

**§16414 Hearing.**

- (a) Upon receipt of a timely request for a hearing, the Labor Commissioner, or his or her deputy or agent shall, within 30 days, hold a hearing to determine whether reasonable cause exists to withhold and retain the funds identified in the notice provided under section 16411, above.
- (b) The hearing date may be continued at the request of the party seeking the hearing upon a showing of good cause.
- (c) The burden of proof at such hearing shall be as provided in Labor Code §1733.
- (d) The decision of the Labor Commissioner shall consist of a notice of findings, findings, and an order, which shall be served on the awarding body and all parties to the hearing within 15 days after the conclusion of the hearing by regular first class mail at the last known address of

the party on file with the Labor Commissioner. The awarding body shall promptly abide by any decision of the Labor Commissioner with respect to the notice to withhold.

- (e) The hearing pursuant to this section shall only determine whether reasonable cause exists for the withholdings, retention, or forfeiture of funds pursuant to Labor Code §1727. A hearing, pursuant to this section shall not be deemed to be dispositive as to the contractor's (or affected subcontractor's) compliance with prevailing wage laws. Any decision rendered shall have no res judicate or collateral estoppel effect, and will not preclude the Labor Commissioner from pursuing any action provided by Labor Code §1775 or any other statutory or common law remedy against any party. Neither the failure of a party to request a hearing nor the Labor Commissioner's decision after a hearing shall preclude the contractor or affected subcontractor from pursuing any other remedy provided by existing law.

NOTE: Authority cited: Section 1773.5, Labor Code. Reference: Section 1727, 1730, 1731, 1732, 1733, 1775, 1776(g), and 1813, Labor Code.

## Section III

### **SAN DIEGO UNIFIED SCHOOL DISTRICT** **LABOR COMPLIANCE PROGRAM OFFICE**

#### **Implementation Plan**

**January 2000**

### Section III

#### **IMPLEMENTATION PLAN**

- Labor Compliance Office receives construction contract awards/work schedules from the Maintenance & Operations and the Proposition MM Implementation Departments.
- Labor Compliance Office participates in job-start meeting.
- Labor Compliance Office provides site monitors with work schedules.
- Site monitors, both district employees and volunteers, conduct interviews and return interview sheets to Labor Compliance Office.
- Labor Compliance Office enters information from interviews into database.
- Labor Compliance Office verifies information from certified payroll records.
- Labor Compliance Office notifies contractor in writing of any discrepancies with certified payroll records.
- If clarification/correction is not received from the contractor within two weeks, Labor Compliance Office will commence an investigation.
- Upon completion of the investigation, a report will be sent to the Department of Industrial Relations with recommendations for penalties to be applied to the contractor.
- Labor Compliance Office prepares and submits public works violation reports to Labor Commissioner as required.
- Labor Compliance Office receives Monthly Employment Utilization Report from the contractor and its subcontractors; Labor Compliance Office maintains database of this information for year-end report to the Board of Education.
- Labor Compliance Office communicates on a regular basis with contractors, workers, building and trade organizations, and other community entities and in-service management to district personnel.
- Labor Compliance Office prepares and submits annual program reports to the San Diego Unified School District Superintendent, Board of Education, and the Director of the Department of Industrial Relations.
- Labor Compliance Office manages all facets and is the primary contact for the district's Labor Compliance Program.
- Labor Compliance Office provides non-district volunteer site monitors with site visitation training and assigns projects.

Section IV

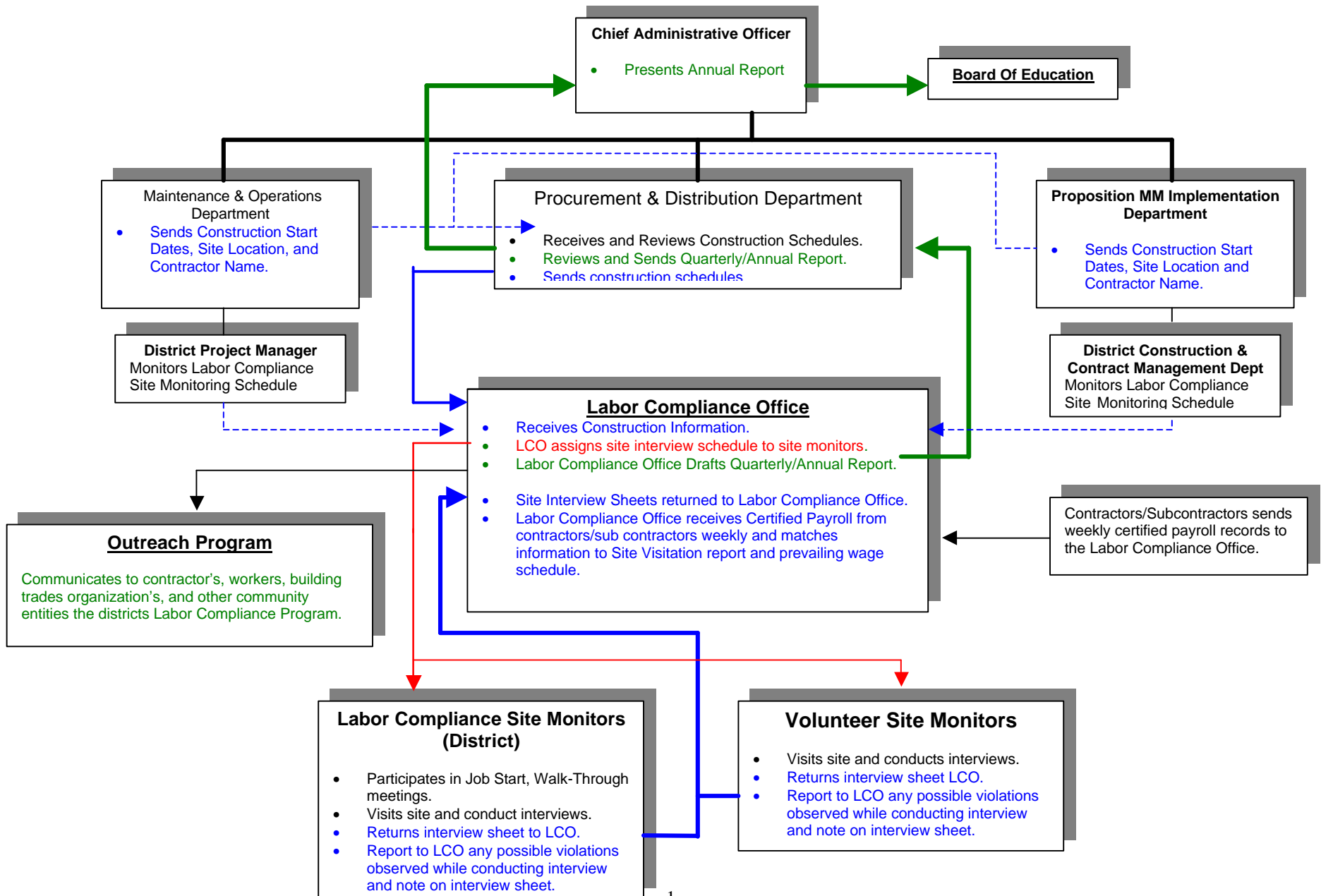
**SAN DIEGO UNIFIED SCHOOL DISTRICT**  
**LABOR COMPLIANCE PROGRAM OFFICE**

**Operational Flow Chart**

**January 2000**

**SAN DIEGO UNIFIED SCHOOL DISTRICT**  
**Labor Compliance Program**  
**Public Works Projects**

**Operational Flow Chart**



Section V

**SAN DIEGO UNIFIED SCHOOL DISTRICT**  
**LABOR COMPLIANCE PROGRAM OFFICE**

**Operational Manual**

**January 2000**



## SECTION V

### OPERATION MANUAL

#### **Site Visitations**

1. Safety is the paramount factor for any site visit to a San Diego Unified School District construction projects. Do not enter any area that appears unsafe. Site monitor is expected to exercise reasonable caution at all times.
2. All authorized personnel visiting a San Diego Unified School District construction site are required to be properly identified as a district representative by wearing visible picture ID's (badge). Additionally, all authorized personnel are required to wear hard hats and safety boots.
3. Authorized personnel shall visit all sites on a non-interference basis and take a minimum amount of the workers' time for interview purposes.
4. Upon arrival at a site, you will check in at the site superintendent's (contractor's) trailer prior to any interviewing. In the event there is not a construction trailer, you will check in at the site's administrative office. Identify yourself and state the purpose of your visit. You may be required to sign in. If the site superintendent cites some reason that denies you access to the site, promptly and politely remove yourself and proceed to the next site n your schedule. Make a note of this occurrence and include in your report to the district Labor Compliance Office.
5. Check to see that the following are displayed in the contractor's trailer:
  - EOE Posters
  - Prevailing wage sheets posted
  - Sign-in Log
  - Listing of subcontractors on site

If any of these items are not readily visible, remind the contractor that these postings are part of the contractual requirements. If the contractor doesn't know where to get posters, we can provide them. On subsequent visits, make sure that these items are posted, or the contractor will be found to be in noncompliance.

6. There will be times when the site superintendent is somewhere on the site and/or there is no contractor present in the trailer. You should check in at the district's Inspector of Record (IOR) trailer. The IOR will also be able to tell you which contractors are on the site at that time. If all trailers are empty or locked, try to locate the site superintendent or IOR on the site prior to commencing interviewing.

#### **Interviewing**

1. Once you have checked in with the site superintendent and obtain access to the site, try to locate tradespersons working in clusters. For instance, several painters, electricians, roofers,

etc. working in one area. Approach the workers individually in a non-threatening, professional manner. Identify yourself, indicate that you are a district representative, and that you need only a few seconds of their time to ask some very generic questions to ensure that they are receiving the proper rate of pay for the type of work they are doing. Again, do not endanger yours or any tradesperson's safety in conducting these interviews. Do not insist that someone on a scaffold 40 feet in the air come down for an interview. Do not ask anyone to form a line until you can get to them, allow them to continue working until you can get to them individually.

These interviews are random; two or three tradespersons for each subcontractor are more than sufficient for one visit. Any persons missed are usually picked up on the next visit. If only one tradesperson is at the site, then interview that person if possible. If you are told that the rest of the crew will be there in an hour, do not wait, unless your total site interviewing will take that length of time. Thirty minutes of interviewing per site is typically sufficient, depending upon the site size and/or number of subcontractors present. Contractor tradesperson should also be interviewed.

2. Using the Labor Compliance Site Visitation Interview form, ask each person the following: name, social security number, employer, title (trade), rate of pay, and task being performed at the time of interview.
3. Should someone decline to speak with you, respect those wishes. If someone asks if this is union-related, tell them no. San Diego Unified School District works with both open and closed shop trades.
4. If you try to interview someone who does not speak English and you cannot communicate in the appropriate language, try to locate a coworker who can interpret for you. If you find an entire crew unable to speak English and no interpreter, include this in your report to the Labor Compliance Office.
5. If someone refuses to disclose his social security number to you, respect those wishes. However, assure that person that all information given is kept strictly confidential.
6. If someone does not know their rate of pay (most tradespersons don't know), ask for a guesstimate. If the response is, "whatever prevailing wage is", so indicate on the form.
7. If someone indicates that he is an apprentice, make sure that you ask him what period. These can be anywhere from 1<sup>st</sup> to 10<sup>th</sup>. If he's not sure, ask him how many years he's been apprenticed in the specific trade and/or to guesstimate and so indicate on the interview form.
8. ALWAYS thank them for their time.
9. Keep in mind that you are there to collect information only, do not tell them how to do their jobs. Should you witness what you consider a potentially unsafe or unwarranted condition, you are to contact the site inspector or job superintendent of your findings immediately and make a note on your site visitation log of what you observed. Upon your return to the office, report your findings to the Labor Compliance Officer.

## **Reporting**

1. All original interview forms shall be submitted to the district Labor Compliance Office no later than the end of each workweek.
2. All information collected via the interview forms shall be entered as soon as possible into the Labor Compliance Site Visitation database by the Labor Compliance Office.
3. The Labor Compliance Office will supply a list of new construction or public works projects subject to monitoring to site monitors on a regular basis. Based on information received, the site monitor will provide a tentative weekly schedule of site visits to the Labor Compliance Office at the beginning of the workweek. When scheduled site visits cannot take place because of inclement weather or physical inaccessibility (i.e. streets closed for utility repair or other hazardous conditions), the site monitor shall advise the Labor Compliance Office.
4. Site Monitors questions/concerns should be directed to the Labor Compliance Office. Site monitors should notify the Labor Compliance Office of any need to be absent from work.

## **Volunteer Site Monitor Requirements**

The Building Trades Council, Association of General Contractors and other organizations providing volunteer site monitors shall designate a contact person who will be liaison with the district's Labor Compliance Office.

1. All volunteer site monitors must be fingerprinted and wear a visible district-issued picture ID badge whenever they visit a district-authorized site.
2. All volunteer site monitors shall be required to sign a district Rules of Engagement form. Any volunteer site monitor without a Rules of Engagement form on file with the San Diego Unified School District Labor Compliance Office will not be allowed on any district site. Any violation of the district Rules of Engagement shall be cause for immediate and permanent termination from monitoring activities at all district sites.
3. All site visitations/interviews will be conducted according to the district "site visitation/interview instructions".
4. Interviews will be conducted on a non-interference basis and take a minimum amount of worker's time.
5. All interviewers must check in with the site administrative office/site superintendent prior to conducting any interviews.
6. Interviews will be conducted utilizing the district's site interview form, which will be returned to the district Labor Compliance Office no later than the last day of the workweek.
7. Interviewers are to observe district rules and regulations while on district property. Prohibited behavior/activity includes, but is not limited to, violence, sexual harassment, the display of pornographic materials, the use of tobacco or alcohol, the possession of illegal drugs or weapons, use of profanity, verbal or other

interchange with students, and wearing provocative T-shirts or other apparel. Safety is of paramount importance.

8. Engaging in the business of a union representative or organizer is expressly prohibited and will be cause for termination of monitoring activity at all district sites.
9. Wearing of union apparel (hats, shirts, buttons, badges, etc.) is prohibited.

Section VI

**SAN DIEGO UNIFIED SCHOOL DISTRICT**  
**LABOR COMPLIANCE PROGRAM OFFICE**

**Procedures**

**January 2000**

SECTION VI  
PROCEDURES

**Certified Payroll Verification Procedures**

1. The Proposition MM Implementation Department and the Maintenance & Operation Department will provide the Labor Compliance Office with construction work schedules.
2. Upon receipt of certified payroll reports from general/subcontractors once a week, compare information from the Labor Compliance visitation log to the contractors certified payroll and the prevailing wage schedule.
3. Compare name and social security number with trade classification listed.
4. Ensure prevailing wage listed is correct for the classification listed using the prevailing wage schedule
5. Check for employment of apprentices, correct rate of pay, and proper ratio to journeyworkers.
6. Contact the contractor in writing and send by certified mail any inaccuracies in the verification of its certified payroll.
7. If clarification/correction is not received within two weeks form the contractor, the Labor Compliance Office will commence an investigation.
8. Upon completion of the investigation, a report will be sent to the Department of Industrial Relations with recommendations for penalties to be applied to the contractor.
9. Retain all original interview forms and annotate the database as applicable.

**Site Monitor Procedures**

1. Receive construction site work schedule from Labor Compliance Officer.
2. Check in with site administrative office/site superintendent
3. Utilizing the Labor Compliance Site Visitation Interview form, conduct interviews with workers.
4. Note on your form any infractions you may observe while conducting the interview.
5. Return interview form to the Labor Compliance Office.
6. Report any infractions you observed to the Labor Compliance Officer.

Section VII

**SAN DIEGO UNIFIED SCHOOL DISTRICT**  
**LABOR COMPLIANCE PROGRAM OFFICE**

**Forms**

**January 2000**

# **SAN DIEGO UNIFIED SCHOOL DISTRICT**

**LABOR COMPLIANCE OFFICE**

**PREVAILING WAGE HANDOUT**



## PREVAILING WAGE CONTRACTOR HANDOUT

### THE PUBLIC WORKS REQUIREMENTS ARE:

(A) the appropriate number of apprentices are on the job site, as set forth in Labor Code Section 1777.5.

(B) worker's compensation coverage, as set forth in Labor Code Sections 1860 and 1861.

(C) keep accurate records of the work performed on the public works project, as set forth in Labor Code Section 1812.

(D) inspection of payroll records pursuant to Labor Code Section 1776, and as set forth in CCR's Section 16400(e).

(E) other requirements imposed by law.

(5) Withhold monies. See Labor Code Section 1727.

(6) Ensure that public works projects are not split or separated into smaller work orders or projects for the purpose of evading the applicable provisions of Labor Code Section 1771.

(7) Deny the right to bid on public work contracts to contractors or subcontractors who have violated public work laws, as set forth in Labor Code Section 1777.7.

(8) Not permit workers on public works to work more than eight hours a day or 40 hours in any one calendar week, unless compensated at not less than time and a half as set forth in Labor Code Section 1815.

Exception: If the prevailing wage determination requires a higher rate of pay for overtime work than is required under Labor Code Section 1815, then that higher overtime rate must be paid [as specified in ccr's subsection 16200(a)(3)(F).]

(9) Not take or receive any portion of the workers' wages or accept a fee in connection with a public works project, as set forth in Labor Code Sections 1778 and 1779.

(10) Comply with those requirements as specified in Labor Code Sections 1776(g), 1777.5, 1810, 1813, and 1860.

### THE CONTRACTOR AND SUBCONTRACTOR SHALL:

(1) Pay not less than the prevailing wage to all workers, as defined in CCR's section 16000(a), and as set forth in Labor Code Sections 1771 and 1774;

(2) Comply with the provisions of Labor Code Sections 1773.5, 1775, and 1777.5 regarding public works job sites;

(3) Provide workers' compensation coverage as set forth in Labor Code Section 1861;

(4) Comply with Labor Code Sections 1778 and 1779 regarding receiving a portion of wages or acceptance of a fee;

(5) Maintain and make available for inspection payroll records, as set forth in Labor Code Section 1776;

(6) Pay workers overtime pay, as set forth in Labor Code Section 1815 or as provided in the collective bargaining agreement adopted by the Director as set forth in CCR's section 16200 (a) (3); and

(7) Comply with Section 16101 of these regulations regarding discrimination.

(8) Be subject to provisions of Labor Code Section 1777.7 which specifies the penalties imposed on a contractor who willfully fails to comply with provisions of Section 1777.5.

(9) Comply with those requirements as specified in Labor Code Sections 1810 and 1813.

(10) Comply with other requirements imposed by law.

### APPRENTICE TRAINING

SEE LABOR CODE SECTION 1777.5 (e)

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program **that can supply apprentices to the site of the public work**. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also

be submitted to the awarding body if requested by the awarding body.

Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement

## PREVAILING WAGE CONTRACTOR HANDOUT

of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

### **APPRENTICE TRAINING CONTRIBUTION REQUIREMENTS**

SEE CALIFORNIA CODE OF REGULATIONS: TITLE 8, ARTICLE 4,

16200(G) **Wage rates, training contributions and apprenticeship contributions.**

Apprenticeship rates shall be determined by the Director of Industrial Relations using apprentice wage standards set forth in the collective bargaining agreement and/or approved by the California Apprenticeship Council. A contractor or subcontractor on a public works contract must pay training fund contributions or apprenticeship contributions in one of the following manners:

1. into the appropriate craft apprenticeship program in the area of the site of the public work; or
2. (if the trust fund is unable to accept such contributions) an equivalent amount shall be paid to the California Apprenticeship Council (CAC) administered by DAS.
3. If neither of the above will accept the funds, cash pay shall be as provided for in ccr's section 16200(a)(3)(I).

SEE CALIFORNIA CODE OF REGULATIONS: TITLE 8, ARTICLE 10, SECTION 230.2

#### **§230.2. Payment of Apprenticeship Training Contributions to the Council.**

(a) Contractors who are neither required nor wish to make apprenticeship training contributions to the applicable local training trust fund shall make their training contributions to the Council. Contractors may refer to the Director of the Department of Industrial Relations applicable prevailing wage determination for the amount owed for each hour of work performed by journeymen and apprentices in each apprenticeable occupation.

(b) Training contributions to the Council are due and payable on the 15th day of each month for work performed during the preceding month.

(c) Training contributions to the Council shall be paid by check and shall be accompanied by a completed CAC-2 Form, Training Fund Contributions, (Rev. 10/91), or the following information:

- (1) The name, address, and telephone number of the contractor making the contribution.
- (2) The contractor's license number.
- (3) The name and address of the public agency that awarded the contract.
- (4) The jobsite location, including the county where the work was performed.
- (5) The contract or project number.
- (6) The time period covered by the enclosed contributions.
- (7) The contribution rate and total hours worked by apprenticeable occupation.

### **CERTIFYING PERSON**

SEE CALIFORNIA CODE OF REGULATIONS: TITLE 8, GROUP 3, ARTICLE 1, 16000 DEFINITIONS.

A person with the authority to affirm under penalty of perjury that the records provided, depict truly, fully and correctly the type of work performed, the hours worked, days worked and amounts paid.

### **CHANGES TO PREVAILING RATE AFTER AWARD**

SEE LABOR CODE SECTION: 1773.6

#### **No effect once the contract notice to bidders is published.**

1773.6. If during any quarterly period the Director of Industrial Relations shall determine that there has been a change in any prevailing rate of per diem wages in any locality he shall make such change available to the awarding body and his determination shall be final. Such determination by the Director of Industrial Relations shall not be effective as to any contract for which the notice to bidders has been published. Exceptions; classifications marked as a double asterisks.

### **CREDITS, FOR FRINGE BENEFIT PAYMENTS**

SEE CALIFORNIA CODE OF REGULATIONS: TITLE 8, GROUP 3, ARTICLE 4,

## PREVAILING WAGE CONTRACTOR HANDOUT

16200( i ) Credit Available For Actual Payment of Fringe Benefit Costs up to the Prevailing Amount. The contractor obligated to pay the full prevailing rate of per diem wages may take credit for amounts up to the total of all fringe benefit amounts listed as prevailing in the appropriate wage determination. This credit may be taken only as to amounts which are actual payments under Employer Payments Section 16000(1)-(3). In the event the total of Employer Payments by a contractor for the fringe benefits listed as prevailing is less than the aggregate amount set out as prevailing in the wage determination, the contractor must pay the difference directly to the employee. No amount of credit for payments over the aggregate amount of employer payments shall be taken nor shall any credit decrease the amount of direct payment of hourly wages of those amounts found to be prevailing for straight time or overtime wages.

**And memo from the division of industrial relations dated 11-15-90.**

### **THE RULE:**

The contractor can pay amounts for individual benefits different than the state shows in the wage reports so long as it is not more than the total amount permitted for all benefits. Any contractor paid amount less than the total benefit requirements listed in the state wage reports must be paid to the employee.

### **EMPLOYEE'S SUBJECT TO PREVAILING WAGES**

SEE LABOR CODE SECTION 1771, 1772 & 1776 AND SEE

***SDUSD general conditions all workers on the project shall be paid the wage of the trade they are most closely related to. This includes: any one on site, and off site even at remote manufacturing facilities.***

1771. Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

1772. Workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work.

1776. (a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

### **EMPLOYER PAYMENTS**

SEE CALIFORNIA CODE OF REGULATIONS: TITLE 8, ARTICLE 1, SECTION 16000  
DEFINITIONS

(1) The rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program for the benefit of employees, their families and dependents, or retirees;

(2) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees, their families and dependents or to retirees pursuant to an enforceable commitment or agreement to carry out a financially responsible plan or program which was communicated in writing to the workers affected; and

(3) The rate of contribution irrevocably made by the contractor or subcontractor for apprenticeship or other training programs authorized by Section 3071 and/or 3093 of the Labor Code.

### **FRINGE BENEFIT PAYMENT REQUIREMENTS**

SEE CALIFORNIA CODE OF REGULATIONS: TITLE 8, GROUP 3, ARTICLE 1, 16000  
DEFINITIONS

All fringe benefits must be irrevocably paid to an authorized fund or to the employee.

No unpaid amounts are allowed.

# PREVAILING WAGE CONTRACTOR HANDOUT

## **FRINGE BENEFITS INCLUDE**

CALIFORNIA CODE OF REGULATIONS: TITLE 8, ARTICLE 1, SECTION 16000. DEFINITIONS

3) The prevailing rate of employer payments for any or all programs or benefits for employees, their families and dependents, and retirees which are of the types enumerated below:

(A) medical and hospital care, prescription drugs, dental care, vision care, diagnostic services, and other health and welfare benefits;

(B) retirement plan benefits;

(C) vacations and holidays with pay, or cash payments in lieu thereof;

(D) compensation for injuries or illnesses resulting from occupational activity;

(E) life, accidental death and dismemberment, and disability or sickness and accident insurance;

(F) supplemental unemployment benefits;

(G) thrift, security savings, supplemental trust, and beneficial trust funds otherwise designated, provided all of the money except that used for reasonable administrative expenses is returned to the employees;

(H) occupational health and safety research, safety training, monitoring job hazards, and the like, as specified in the applicable collective bargaining agreement;

(I) See definition of "Employer Payments," (3).

(J) other bonafide benefits for employees, their families and dependents, or retirees as the Director may determine; and

(4) travel time and subsistence pay as provided for in Labor Code Section 1773.8.

## **FRINGE BENEFITS DO NOT INCLUDE**

CALIFORNIA CODE OF REGULATIONS: TITLE 8, ARTICLE 1, SECTION 16000. DEFINITIONS

(b) The term "general prevailing rate of per diem wages"

**does not include any employer payments for:**

(1) Job related expenses other than travel time and subsistence pay;

(2) Contract administration, operation of hiring halls, grievance processing, or similar purposes except for those amounts specifically earmarked and actually used for administration of those types of employee or retiree benefit plans enumerated above;

(3) Union, organizational, professional or other dues except as they may be included in and withheld from the basic taxable hourly wage rate;

(4) Industry or trade promotion;

(5) Political contributions or activities;

(6) Any benefit for employees, their families and dependents, or retirees including any benefit enumerated above where the contractor or subcontractor is required by Federal, State, or local law to provide such benefit; or

(7) Such other payments as the Director may determine to exclude. Interested Party. When used with reference to a particular prevailing wage determination made by the Director, includes:

## **PAYROLL RECORDS INCLUDE**

CALIFORNIA CODE OF REGULATIONS: TITLE 8, ARTICLE 1, SECTION 16000. DEFINITIONS

All time cards, cancelled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, receipts or other evidences which reflect job assignments, work schedules by days and hours, and the

disbursement by way of cash, check, or in whatever form or manner, of funds to a person(s) by job classification and/or skill pursuant to a public works project.

## **PERSONS REQUIRED TO RECEIVE PREVAILING WAGES**

SEE LABOR CODE SECTIONS:

1771....., shall be paid to all workers employed on public works.

1774. The contractor to whom the contract is awarded, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract.

SDUSD General Conditions require all workers not in a prevailing wage classification to be paid the wage most closely related to the craft or trade they are involved with.

# PREVAILING WAGE CONTRACTOR HANDOUT

## **WITHHOLDING PAYMENTS, JUSTIFICATION**

SEE LABOR CODE SECTION: 1727 & 1771.5(b),(5)

SEE CALIFORNIA CODE OF REGULATIONS: TITLE 8, ARTICLE 5, SECTION

16435(a) "Withhold" means to cease payments by the awarding body, or others who pay on its behalf, or agents, to the general contractor. Where the violation is by a subcontractor, the general contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code Section 1729.

(b) "Contracts." Except as otherwise provided by agreement, only contracts under a single master contract, or contracts entered into as stages of a single project, may be the subject of withholding.

(c) "Delinquent payroll records" means those not submitted on the date set in the contract.

(d) "Inadequate payroll records" are any one of the following:

(1) A record lacking the information required by Labor Code Section 1776;

(2) A record which contains the required information but not certified, or certified by someone not an agent of the contractor or subcontractor;

(3) A record remaining uncorrected for one payroll period, after the awarding body has given the contractor notice of inaccuracies detected by audit or record review. Provided, however, that prompt correction will stop any duty to withhold if such inaccuracies do not amount to 1 percent of the entire Certified Weekly Payroll in dollar value and do not affect more than half the persons listed as workers employed on that Certified Weekly Payroll, as defined in Labor Code Section 1776 and Title 8 CCR Section 16401.

## DIRECTOR OF INDUSTRIAL RELATIONS PRECEDENTIAL DECISIONS WHICH REQUIRE PREVAILING WAGES:

Decision 92-036: stands for the payment of out of state workers if they are working on California "Public Works"

Decision 93-019: stands for the payment of truck drivers removing, delivering or relocating material on a "Public Works"

Decision 94-017: stands for the payment of waste processors off site if the waste is exclusively from a "Public Works"

## COURT DECISIONS:

Standard Traffic Services v. Department of Transportation (case 132667) Shasta: partners are due prevailing wages

If working on a "Public Works"

**QUESTIONS. CALL DON HENDRIX SDUSD 858-496-8005**

# CALIFORNIA CODE OF REGULATIONS

APPENDIX A: Suggested checklist of Labor law requirements to review at prejob conference. Section 16430 (a) (2)  
The federal and state labor law requirements applicable to the contract are composed of but not limited to the following items.

**Project** \_\_\_\_\_

**Contractor's Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

	Initials of Awarding Body's Representative	Initials of awarded Contractors Representative
(1) The contractor's duty to pay prevailing wages under Labor Code Section 1770 et seq., should the project exceed the exemption amounts;		
(2) The contractor's duty to employ registered apprentices on the public works project under Labor Code Section 1777.5;		
(3) The penalties for failure to pay prevailing wages (for non-exempt project and employ apprentices including forfeitures and debarment under Labor Code Sections 1775 and 1777.7;		
(4) The requirement to keep and submit copies upon request of certified payroll records under Labor Code Section 1776.; and penalties for failure to do so under Labor Code Section 1776 (f);		
(5) The prohibition against employment discrimination under Labor Code Section 1777.6; the Government Code, and Title VII of the Civil Rights Act of 1964;		
(6) The prohibition against accepting or extracting kickbacks from employee wages under Labor Code Section 1778;		
(7) The prohibition against accepting fees for registering any person for public work under Labor Code Section 1779; or for filing work orders on public works under Labor Code Section 1780;		
(8) The requirement to list all subcontractors under Government Section 4100 et seq.;		
(9) The requirement to be properly licensed and to require all subcontractors to be properly licensed and the penalty for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractors License Law, found at Business and Professions Code Section 7000 et seq.;		
(10) The prohibition against unfair competition under Business and Professions Code Section 17200-17208;		
(11) The requirement that the contractor be properly insured for Workers Compensation under Labor Code Section 1861;		
(12) The requirement that the contractor abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project;		
(13) The requirement to provide equal opportunity for historically underutilized groups as required in the Public Contracts Code and in the contract;		
(14) The prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers		

**SAN DIEGO UNIFIED SCHOOL DISTRICT  
BUSINESS SERVICES DIVISION**

**PROCUREMENT AND DISTRIBUTION DEPARTMENT  
LABOR COMPLIANCE OFFICE**

**CALIFORNIA CODE OF REGULATIONS CHECKLIST**

After the district awards a public works contract, and prior to the commencement of work on that contract, a mandatory Job Start meeting (Pre-Job conference) shall be conducted by the Labor Compliance Office with the contractor and those subcontractors listed in its bid documents. The following is a listing of labor law requirements applicable to the public works contract:

**1. Payment of Prevailing Wage Rates**

- a. All workers on the project are to be paid not less than the specified general prevailing wage rate by the contractor and its subcontractors, unless subject to exemption.
- b. Should a contract exceed exemption amounts due to increases in work scope, the contractor and its subcontractors are required to pay not less than the specified prevailing wage rates.
- c. The contractor is responsible for obtaining and complying with all applicable general prevailing wage rates for tradesworkers and any rate changes, which may occur during term of the contract.
- d. Prevailing wage rates and rate changes are to be posted at the job site for workers to view.
- e. The SDUSD Labor Compliance Office will provide contractors with copies of prevailing wage rates upon request as well as copies of any revisions to prevailing rate wages received from the Department of Labor.

**2. Apprentices**

- a. It is the duty of the contractor and subcontractors to employ registered apprentices on public works projects.

**3. Penalties**

- a. Penalties, including forfeitures and debarment, shall be imposed for contractor/subcontractor failure to pay prevailing wages (for nonexempt projects) and for failure to employ apprentices.
- b. Penalties shall also be imposed for failure to provide certified payroll records (and to provide them by the date requested), failure to provide Monthly Utilization Reports (CC-257) by the date requested, failure to pay workers for work in excess of 8 hrs/day and 40 hrs/week, and for failure to be a properly licensed contractor or subcontractor.

**4. Certified Payroll Records**

- a. Contractors and subcontractors are required to keep accurate payroll records which reflect the name, address, social security number, and work classification of each employee; the straight time and overtime hours worked each day and each week; the fringe benefits; and the actual per diem wages paid to each journey person, apprentice, worker, or other employee hired in connection with a public works project.
- b. Employee payroll records shall be certified and shall be available to inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or to his or her authorized representative on request.
- c. Contractors and subcontractors shall maintain their certified payrolls on a weekly basis and shall submit said payrolls to the SDUSD Labor Compliance Office when requested to do so, but no less often than once a week. **CONTRACTORS ARE RESPONSIBLE FOR SUBMITTAL OF THEIR PAYROLLS AND THOSE OF THEIR RESPECTIVE SUBCONTRACTORS AS ONE PACKAGE WHICH MUST BE IN THE SDUSD LABOR COMPLIANCE OFFICE ONCE A WEEK.** In the event that there has been no work performed during a given week, the Certified Payroll Record shall be annotated with the words "No Work" for that week.

## 5. Nondiscrimination in Employment

All contractors and subcontractors are required to implement equal employment opportunity practices for women and ethnic groups as delineated below:

- a. **Equal Employment Poster**  
The Equal Employment poster shall be posted at the job site in a conspicuous place visible to employees and employment applicants for the duration of the project.
- b. **Records**  
The contractor and subcontractors shall maintain accurate records of employment information as required by the Monthly Employment Utilization Report (CC-257). The left side of this report shall reflect the hours worked by ethnicity and gender for each employee in a craft, trade, or classification. The right side of this report shall reflect the total number of employees who have worked these hours by gender, including the total number of minority employees.
- c. **Reports**  
A Monthly Employment Utilization Report for the contractor and for each of its subcontractors is required to be completed and submitted via fax to the SDUSD Labor Compliance Program Office each month by no later than the 5<sup>th</sup> day of that month. Reports are to be for the previous month's work and are to be project specific. If no work was performed during that month, the form shall clearly state "No Work". When all work has been completed, a report will be submitted marked "Final"  
**THE CONTRACTOR IS RESPONSIBLE FOR FAXING THEIR OWN AND ALL OF THEIR SUBCONTRACTOR'S MONTHLY UTILIZATION REPORTS (MURS) TO SDUSD, LABOR COMPLIANCE OFFICE.**
- d. **Recruitment**
  1. The contractor and subcontractors shall make specific and continual efforts, both written and verbal, to recruit females and ethnic group members from those organizations offering such assistance and through any other available sources.



2. Union contractors are to request ethnic group members and females when requesting workers to be dispatched. Recruitment efforts are to be documented demonstrating the contractor's good faith efforts.
3. Efforts should be made to employ apprentices on public works projects; these efforts should also be documented.

e. **Good Faith Efforts**

1. The contractor must submit and comply with an Employment Diversity Plan.
2. The contractor's subcontractors must all comply with the elements contained in this plan. (See Sample in Section VII Forms, page 27)
3. Failure to comply with the Employment Diversity Plan or to demonstrate good faith efforts must be documented by providing clear and complete written information, when requested to do so, of the individual(s) contacted by the contractor in its good faith attempt.

**6. Kickback Prohibited**

Contractors and subcontractors are prohibited from accepting, taking wages illegally, or extracting "kickbacks" from employee wages.

**7. Acceptance of Fees Prohibited**

Contractors and subcontractors are prohibited from exacting any type of fee for registering individuals for public work or for filling work orders on public works contracts.

**8. Listing of Subcontractors**

Contractors are required to list all subcontractors hired to perform work on public works project when that work is equivalent to more than one-half of one percent of the total effort.

**9. Proper Licensing**

Contractors and subcontractors are required to be properly licensed.

**10. Unfair Competition**

Contractors and subcontractors are prohibited from engaging in unfair competition.

**11. Workers' Compensation Insurance**

All contractors and subcontractors are required to be insured against liability for workers compensation, or to undertake self-insurance.

**12. OSHA**

Contractors and subcontractors are required to comply with the Occupational, Safety and Health laws and regulations applicable to the particular public works project.

**13. EQUAL OPPORTUNITY OF UNDERUTILIZED GROUPS**

Contractors are required to provide equal opportunity of historically underutilized groups as required in the Public Contracts Code and in the contract.

**14. Undocumented Workers**

Contractors and subcontractors are prohibited from hiring undocumented workers and are required to secure proof of eligibility/citizenship from all workers.

In accordance with federal and state laws, and with district policy and contract documents, the undersigned contractor herein certifies that it will comply with the foregoing labor law requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein. The contractor also herein certifies that it has been provided with a copy of the San Diego Unified School District Labor Compliance Program Package with includes:

1. Labor Law Requirements Checklist (included herein)
2. Applicable General Prevailing Wage Rate Determinations
3. Blank Certified Payroll Record forms
4. Fringe Benefit Statements
5. Blank Monthly Employment Utilization (CC-257) forms
6. State apprenticeship requirements (DAS-140)
7. Copy of the Labor Code relating to Public Works and Public Agencies (Part 7, Chapter 1, Sections 1720-18610)

IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE COPIES OF THE DISTRICTS LABOR COMPLIANCE PROGRAM PACKAGE TO ALL LISTED SUBCONTRACTORS AND TO ANY SUBSTITUTED SUBCONTRACTORS.

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**Contractor**

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**Date**

---

**Name/Title of Contractor Authorized Representative**

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**Name/Title of SDUSD Labor Compliance Representative**

**DIVISION OF APPRENTICESHIP STANDARDS**

28 CIVIC CENTER PLAZA, ROOM 525

SANTA ANA, CA 92701

**TO ALL PUBLIC WORKS CONTRACTORS**

Congratulations on having been awarded a public works project.

The Division of Apprenticeship Standards wishes to bring to your attention your responsibilities under California Labor Code Section 1777.5 (amended 1/1/90) apprentices on Public Works. (Excerpts from California Labor Code relating to apprentices on public works. DAS-10 is attached).

Compliance with California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

- Submit contract award information within 10 days of contract award, to the applicable Joint Apprenticeship Committee, which shall include an estimate of Journeymen hours to be performed under the contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. This information may be submitted on the attached form. DAS 140.
- Employ apprentices on the public work in a ratio to journeymen of no less than one hour of apprentices work for every five hours of labor performed by a journeyman.
- Pay the apprentice rate on public works projects only to those apprentices who are registered as defined in Labor Code Section 3077.
- Contribute to the training fund in the amount identified in the Prevailing Wage Rate publication for journeymen and apprentices. Contractors who choose not to contribute to the local training trust fund must make their contribution to the California Apprenticeship Council (CAC) at P.O. Box 420603, San Francisco, CA 94142.
- Training fund contributions to the CAC are due and payable on the 15<sup>th</sup> day of each month for work performed during the preceding month.
- Training fund contributions to the CAC shall be paid by check and shall be accompanied by a completed form CAC-2 (attached).

Failure to comply with the provisions of the Labor Code Section 1777.5 may result in the loss of the right to bid on all public works projects for a period of one to three years and the imposition of a civil penalty of \$100.00 for each calendar day of noncompliance. Contractors should provide a copy of this material to each subcontractor.

If the Division of Apprenticeship Standards can be of assistance to you, please contact our office at (714) 558-4126.

EXERPTS FROM THE CALIFORNIA LABOR CODE  
RELATING TO APPRENTICES ON PUBLIC WORKS

Chapter 1 of Division 2  
APPRENTICES ON PUBLIC WORKS

1773.3. An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint apprenticeship committee making the request. Within five days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards.

1776. (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in a manner so as to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(i) The director shall adopt rules consistent with the California Public Records Act, (Chapter 3.5 (commencing with Section 6250), Division 7, Title 1, Government Code) and the Information Practices Act of 1977, (Title

1.8 (commencing with Section 1798), Part 4, Division 3, Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

(j) This section shall remain in effect only until January 1, 2003, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2003, deletes or extends that date.

1777.5. (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either (1) the apprenticeship standards and apprentice agreements under which he or she is training or (2) the rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval or denial of the apprenticeship program shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that the program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not

feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract. At the end of each fiscal year the California Apprenticeship Council shall make grants to each apprenticeship program in proportion to the number of hours of training provided by the program for which the program did not receive contributions, weighted by the regular rate of contribution for the program. These grants shall be made from funds collected by the California Apprenticeship Council during the fiscal year pursuant to this subdivision from contractors that employed registered apprentices but did not contribute to an approved apprenticeship program. All these funds received during the fiscal year shall be distributed as grants.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000) or 20 working days.

(p) All decisions of an apprenticeship program under this section are subject to Section 3081.

1777.6. It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works, on the ground of the race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077, of such employee.

1777.7. (a) A contractor or subcontractor that knowingly violates Section 1777.5 shall forfeit as a civil penalty an amount not exceeding one hundred dollars (\$100) for each full calendar day of noncompliance. The amount of this penalty shall be based on consideration whether the violation was a good faith mistake due to inadvertence. A contractor or subcontractor that knowingly commits a second or subsequent violation of Section 1777.5 within a three-year period, where the noncompliance results in apprenticeship training not being provided as required by this chapter, shall forfeit as a civil penalty the sum of not more than three hundred dollars (\$300) for each full calendar day of noncompliance. Notwithstanding

Section 1727, upon receipt of a determination that a civil penalty has been imposed, the awarding body shall withhold the amount of the civil penalty from contract progress payments then due or to become due.

(b) (1) In the event a contractor or subcontractor is determined by the Administrator of Apprenticeship to have knowingly violated any provision of Section 1777.5, the Administrator shall deny to the contractor or subcontractor, both individually and in the name of the business entity under which the contractor or subcontractor is doing business, the right to bid on or receive any public works contract for a period of up to one year for the first violation and for a period of up to three years for a second or subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Administrator of Apprenticeship.

(2) An affected contractor or subcontractor may obtain a review of the debarment or civil penalty by transmitting a written request to the office of the Administrator within 30 days after service of the order of debarment or civil penalty. If the Administrator receives no request for review within 30 days after service, the order of debarment or civil penalty shall become final for the period authorized.

(3) Within 20 days of the timely receipt of a request for hearing, the Administrator shall provide the contractor or subcontractor the opportunity to review any evidence the Administrator may offer at the hearing. The Administrator shall also promptly disclose to the contractor or subcontractor any nonprivileged documents obtained after the 20-day time limit.

(4) Within 90 days of the timely receipt of the request for hearing, a hearing shall be commenced before an impartial hearing officer designated by the Administrator and possessing the qualifications of an administrative law judge pursuant to Section 11502 of the Government Code. The contractor or subcontractor shall have the burden of showing compliance with Section 1777.5. The decision to debar shall be reviewed by a hearing officer or court only for abuse of discretion.

(5) Within 45 days of the conclusion of the hearing, the hearing officer shall issue a written decision affirming, modifying, or dismissing the debarment or civil penalty. The decision shall contain a notice of findings, findings, and an order. This decision shall be deemed the final decision of the Administrator and shall be served on all parties and the awarding body pursuant to Section 1013 of the Code of Civil Procedure by first-class mail at the last known address of the party on file with the Administrator. Within 15 days of issuance of the decision, the hearing officer may reconsider or modify the decision to correct an error, except that a clerical error may be corrected at any time.

(6) An affected contractor or subcontractor may obtain review of the final decision of the Administrator by filing a petition for a writ of mandate to the appropriate superior court pursuant to Section 1094.5 of the Code of Civil Procedure within 45 days after service of the final decision to debar or to assess a civil penalty. If no petition for a writ of mandate is filed within 45 days after service of the final decision, the order shall become final. If the petitioner claims that the findings are not supported by the evidence, abuse of discretion is established if the court determines that the findings are not supported by substantial evidence in light of the entire record.

(7) The Administrator may file a certified copy of a final order with the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business.

(c) If a subcontractor is found to have violated Section 1777.5, the prime contractor of the project is not liable for any penalties under subdivision (a), unless the prime contractor had knowledge of the subcontractor's failure to comply with the provisions of Section 1777.5 or unless the prime contractor fails to comply with any of the following requirements:

(1) The contract executed between the contractor and the subcontractor or the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall continually monitor a subcontractor's use of apprentices required to be employed on the public works project pursuant to subdivision (d) of Section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.

(3) Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including, but not limited to, retaining funds due the subcontractor for work performed on the public works project until the failure is corrected.

(4) Prior to making the final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.

(d) In lieu of the penalty provided for in subdivision (a) or (b), the director may for a first-time violation and with the concurrence of the apprenticeship program, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(e) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund if the awarding body is a state entity, or in the equivalent fund of an awarding body if the awarding body is an entity other than the state.

(f) The interpretation and enforcement of Section 1777.5 and this section shall be in accordance with the rules and procedures of the California Apprenticeship Council

## Division of Apprenticeship Standards

### APPRENTICES ON PUBLIC WORKS

#### *SUMMARY OF REQUIREMENTS*

Compliance with California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

- Submit contract award information to the applicable joint apprenticeship committee, including an estimate of the journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed.

The contract award information shall be in writing, and shall be provided to the applicable apprenticeship committee within 10 days of the date of the agreement or contract award, but in no event later than the first day in which the contractor has workers employed upon the public work. (California Code of Regulations, Title 8, Section 230.)

- Employ apprentices on the public work in a ratio to journeymen of no less than one hour of apprentice work for every five hours of labor performed by a journeyman.
- Contribute to the training fund in the amount identified in the Prevailing Wage Rate publication for journeymen and apprentices. Contractors who choose not to contribute to the local training trust fund must make their contributions to the California Apprenticeship Council, P.O. Box 420603, San Francisco, CA 94142. Training contributions to the Council are due and payable on the 15<sup>th</sup> of the month for work performed during the preceding month.

Training contributions to the Council shall be paid by check and shall be accompanied by a completed CAC2 form, Training Fund Contributions, or the following information (California Code of Regulations, Title 8, Section 230.2 c):

1. The name, address and telephone number of the contractor making the contribution.
  2. The contractor's license number.
  3. The name and address of the public agency that awarded the contract.
  4. The jobsite location, including the county where the work was performed.
  5. The contract or project number
  6. The time period covered by the enclosed contributions.
  7. The contribution rate and total hours worked by the apprenticable occupation(s).
- Pay the apprentice rate on public works projects only to those apprentices who are registered, as defined in Labor Code Section 3077:

Sec. 3077. The term “apprentice” as used in this chapter, means a person at least 16 years of age who has entered into a written agreement, in this chapter called an “apprentice agreement”, with an employer or program sponsor. The term of apprenticeship for each apprenticeable occupation shall be approved by the chief, and in no case shall provide for no less than 2,000 hours or reasonably continuous employment for such person for his or her participation in an approved program of training through employment and through education in related and supplemental subjects.



This form should be sent to the Apprenticeship Committee of the craft or trade in area of the site of the public work. If you have any questions as to the address of the appropriate Apprenticeship Committee, contact the nearest office of the Division of Apprenticeship Standards (DAS). Consult your telephone directory under California, State of, Industrial Relations, for the DAS office in your area. *Do not send this form to the Division of Apprenticeship Standards.*

**PUBLIC WORKS  
CONTRACT AWARD INFORMATION**

Name of Contractor:	Contractor's State License No.:
Contractor's Mailing Address -- Number & Street, City, Zip Code:	Area Code & Telephone No.:
Name & Location of Public Works Project:	Date of Contract Award:
	Date of Expected or Actual Start of Project:
Name & Address of Public Agency Awarding Contract	Estimated Number of Journeymen Hours:
<b>APPRENTICES</b>	
Occupation of Apprentice	Number To Be Employed
Approximate Dates To Be Employed	

*Check One Of The Boxes Below*

Please Note: Your election of options is not to be deemed a request for the immediate dispatch of apprentices. Contractors must make a separate request for actual dispatch.

- Box 1 ☐ We will request dispatch of apprentice(s) for this job in accordance with Section 230.1 (A), California Code of Regulations. We voluntarily choose to comply with the applicable Apprenticeship Committee Standards for the duration of this job only, with regard to training apprentices and to the payment of training contributions.
- Box 2 ☐ We will request dispatch of apprentice(s) for this job in accordance with Section 230.1 (A), California Code of Regulations, but do not agree to be bound by the applicable Apprenticeship Committee Standards in training the apprentices; instead, we agree to employ and train apprentice(s) in accordance with the California Apprenticeship Council regulations, including section 230.1 of the California Code of Regulations. governing employment of apprentices on public work projects.
- Box 3 ☐ We are already approved to train apprentices by the applicable Apprenticeship Committee and we will employ and train under the Standards. We will request dispatch of apprentices for this job in accordance with Section 230.1 (A), California Code of Regulations.
- Box 4 ☐ We will not request the dispatch of apprentice(s) since apprentices are not required on this job under the provisions of California Labor Code Section 1777.5, because:

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Typed Name \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

State of California  
Department of Industrial Relations  
P.O. Bo 420603  
San Francisco, CA 94142

Please use a separate form for each jobsite, listing the occupations for the jobsite. One check, payable to the California Apprenticeship Council, may be submitted for all jobsites and/or occupations. Training fund contributions are not accepted by the California Apprentice Council for federal public works projects, or for non-apprenticable occupations such as laborers, utility technicians, teamsters, etc.

## TRAINING FUND CONTRIBUTIONS

California Apprenticeship  
Council

Name and Address of Contractor/Subcontractor making Contribution	Contractor's License Number		
	Contract or Project Number		
Name and Address of Public Agency Awarding Contract	Jobsite Location (Including County)		
	Period Covered by Contribution		
Classification(s) or Workers (Carpenter, Plumber, Electrician, Etc.)	Hours	Cont. Rate per Hour	Amount
Signature	Date		
Title	Area Code & Telephone Number		

# SAN DIEGO UNIFIED SCHOOL DISTRICT CONTRACTOR FRINGE BENEFIT STATEMENT

Contract Number / Name:	Contract Location:	Today's Date:
Contractor / Subcontractor Name:		Business Address:

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees on the various classes of work are tabulated below.

Classification:	Effective Date:	Subsistence or Travel Pay: \$ _____
-----------------	-----------------	--

<b>FRINGE BENEFITS</b>	Health & Welfare	\$ _____	PAID TO:	Name: _____ Address: _____
	Pension	\$ _____	PAID TO:	Name: _____ Address: _____
	Vacation/ Holiday	\$ _____	PAID TO:	Name: _____ Address: _____
	Training and/or Other	\$ _____	PAID TO:	Name: _____ Address: _____

Classification:	Effective Date:	Subsistence or Travel Pay: \$ _____
-----------------	-----------------	--

<b>FRINGE BENEFITS</b>	Health & Welfare	\$ _____	PAID TO:	Name: _____ Address: _____
	Pension	\$ _____	PAID TO:	Name: _____ Address: _____
	Vacation/ Holiday	\$ _____	PAID TO:	Name: _____ Address: _____
	Training And/or Other	\$ _____	PAID TO:	Name: _____ Address: _____

Classification:	Effective Date:	Subsistence or Travel Pay: \$ _____
-----------------	-----------------	--

<b>FRINGE BENEFITS</b>	Health & Welfare	\$ _____	PAID TO:	Name: _____ Address: _____
	Pension	\$ _____	PAID TO:	Name: _____ Address: _____
	Vacation/ Holiday	\$ _____	PAID TO:	Name: _____ Address: _____
	Training And/or Other	\$ _____	PAID TO:	Name: _____ Address: _____

Supplemental statements must be submitted during the progress of work should a change in rate of any of the classifications be made.

Submitted: Contractor / Subcontractor	By: Name / Title
---------------------------------------	------------------

# San Diego Unified School District

## Monthly Employment Utilization Report

Current Goals		Reporting Period		Name and Location of Contractor		Employers I.D. No.
Minority	24%	From	06-01-00	ABC Construction Company 232 Cass Street San Diego, Ca 92123	Martin Luther King Elementary School 115 31 Street San Diego, Ca 92102	90-2111100
Female	6.9%	To	06-30-00			

CONSTRUCTION TRADE	Classifications	Total All Employees By Trade		Black (Not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		American Indian or Alaskan Native		Minority Percentage	Female Percentage	Total Number of Employees		Total Number of Minority Employees	
		M	F	M	F	M	F	M	F	M	F			M	F	M	F
Plumbers	Journey Worker	1500	200	140		60				100		22%	13%	8	2	3	
	Apprentice	120						120						1		1	
	Trainee		60												1		
Laborers	Journey Worker	3270	600		100			240		120		9%	12%	25	5	3	1
	Apprentice	735												5			
	Trainee	160												2			
Carpenters	Journey Worker	1625	240	125				100				15%	11%	12	2	2	
	Apprentice	200		100										2		1	
	Trainee																
Electricians	Journey Worker	810	120									6%	12%	6	1		
	Apprentice																
	Trainee	60				60								1		1	
Masons	Journey Worker	540										0%	0%	4			
	Apprentice																
	Trainee	80												1			
Total Journey Workers		7745	1160	265	100	60		340		220		12%	11%	55	10	8	1
Total Apprentices		1055		100				120						8		2	
Total Trainees		300	60			60								3	2	1	
Grand Total		10320		465		120		460		220				78		12	

Company Official's Signature and Title								Telephone Number				Date Signed				Page	
C. T. Smith								Include area code				6-30-00				1 of 1	
Controller								(619) 292-0000									

Name of Contractor: ABC Lighting Company  
or Subcontractor:

Business Address: 123 Main Street San Diego Ca 92222

Contractor's License#: 00-111-2222  
Worker's Compensation Policy# 99-888-77

Employee's Name, Address and Social Security Number	# of withholding exemptions	Work Classification	Hours Worked Each Day							Total Hours	Rate of Pay	Gross Amount Earned	
			M	T	W	TH	F	S	S				
John Smith 444 5 <sup>th</sup> Avenue San Diego CA 92111  444-55-6666	S-4	Fixture Cleaner	8	8						16	11.50	This Project: 184.00	
												All Projects: 725.00	
<b>Deductions, Contributions and Payments</b>										Net Wages Paid for Week:	168.63	Check	12345
Federal Tax	FICA Soc Sec	State Tax	SDI	Vacation/Holiday	Health & Welfare	Pension	Training	Fund Admin	Dues	Travel/Subs.	Savings	Other*	Total Deductions
0	14.08	0	1.29										15.37

Employee's Name, Address and Social Security Number	# of withholding exemptions	Work Classification	Hours Worked Each Day							Total Hours	Rate of Pav	Gross Amount Earned	
			M	T	W	TH	F	S	S				
Juan Gomez 1212 Main Street San Diego, CA 95555  555-66-9999	M-3	Fixture Cleaner	8	8	8		8			40	12.00	This Project: 480.00	
												All Projects: 936.00	
<b>Deductions, Contributions and Payments</b>										Net Wages Paid for Week:	409.58	Check	12346
Federal Tax	FICA Soc Sec	State Tax	SDI	Vacation/Holiday	Health & Welfare	Pension	Training	Fund Admin	Dues	Travel/Subs.	Savings	Other*	Total Deductions
29.00	36.72	1.34	3.36										70.42

Employee's Name, Address and Social Security Number	# of withholding exemptions	Work Classification	Hours Worked Each Day							Total Hours	Rate of Pav	Gross Amount Earned	
			M	T	W	TH	F	S	S				
												This Project:	
												All Projects:	
<b>Deductions, Contributions and Payments</b>										Net Wages Paid for Week:		Check	
Federal Tax	FICA Soc Sec	State Tax	SDI	Vacation/Holiday	Health & Welfare	Pension	Training	Fund Admin	Dues	Travel/Subs.	Savings	Other*	Total Deductions

I, Mary Jones, the undersigned, am Payroll Clerk with the authority to act for and on behalf of ABC Lighting, certify under penalty of perjury that the records or copies thereof submitted and consisting of 1 are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

Date: 6/30/00

Signature:

Page 1 of 1



Page of

NAME OF CONTRACTOR OR SUB CONTRACTOR	CONTRACTORS LICENSE # SPECIALTY LICENSE #	ADDRESS
---	--	---------

PROJECT OR CONTRACT NO.
-------------------------

## PROJECT AND LOCATION

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) N O L D F W I T H H O L D I N G S E X E M P T I O N S	(3) WORK CLASSIFICATION	(4)								(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS								(9) NET WGS PAID FOR WEEK CHECK NO.	
			Day																					
			M	T	W	TH	F	S	S				Date											
			Hours Worked Each Day																					
			S											FED TAX	FICA (SOC SEC)	STATE TAX	SDI	VAC/ HOL	HEALTH & WELF	PENSION				
			O												TRANING	FUND ADMIN	DUES	TRV/ SUBS	SAVINGS	OTHER*	TOTAL DED- UCTIONS			
			S											FED TAX	FICA (SOC SEC)	STATE TAX	SDI	VAC/ HOL	HEALTH & WELF	PENSION				
			O												TRANING	FUND ADMIN	DUES	TRV/ SUBS	SAVINGS	OTHER*	TOTAL DED- UCTIONS			
			S											FED TAX	FICA (SOC SEC)	STATE TAX	SDI	VAC/ HOL	HEALTH & WELF	PENSION				
			O												TRANING	FUND ADMIN	DUES	TRV/ SUBS	SAVINGS	OTHER*	TOTAL DED- UCTIONS			
			S											FED TAX	FICA (SOC SEC)	STATE TAX	SDI	VAC/ HOL	HEALTH & WELF	PENSION				
			O												TRANING	FUND ADMIN	DUES	TRV/ SUBS	SAVINGS	OTHER*	TOTAL DED- UCTIONS			

CERTIFICATION must be completed

A public entity may require a more strict and/or more extensive form of certification.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: # CARPENTER**

**DETERMINATION:** SD-23-31-4-2000-1

**ISSUE DATE:** February 22, 2000

**EXPIRATION DATE OF DETERMINATION:** June 30, 2000\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

**LOCALITY:** All localities within San Diego county

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Employer Payments				Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>a</sup> 1 1/2X	Sunday and Holiday
ENGINEERING CONSTRUCTION										
Carpenter (Heavy and Highway work)	\$25.25	2.30	1.01	2.72 b	.30	8	31.58	44.205	44.205	56.83
Light Commercial Bridge Carpenter (Highway work)	20.40	2.30	1.01	2.72 b	.30	8	26.73	36.93	36.93	47.13
Millwright	25.38	2.30	1.01	2.72 b	.30	8	31.71	44.40	44.40	57.09
Pile Driver	25.75	2.30	1.01	2.72 b	.30	8	32.08	44.955	44.955	57.83
Diver, Wet (up to 50 ft. depth)cd	25.38	2.30	1.01	2.72 b	.30	8	31.71	44.40	44.40	57.09
	55.76	2.30	1.01	2.72 b	.30	8	62.09	89.97	89.97	
Diver, Standby	117.85									
Diver's Tender	28.38	2.30	1.01	2.72 b	.30	8	34.71	48.90	48.90	63.09
	27.38	2.30	1.01	2.72 b	.30	8	33.71	47.40	47.40	61.09

**DETERMINATION:** SD-23-31-4-2000-1A

**ISSUE DATE:** February 22, 2000

**EXPIRATION DATE OF DETERMINATION:** July 1, 2000\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

**LOCALITY:** All localities within San Diego County

**BUILDING CONSTRUCTION**

Carpenter	\$23.40	2.30	1.01	2.17 b	.30	8	29.18	40.88	40.88	52.58
Light Commercial	18.72	2.30	1.01	2.17 b	.30	8	24.50	33.86	33.86	43.22

**DETERMINATION:** SD-31-741-1-2000-1

**ISSUE DATE:** FEBRUARY 22, 2000

**EXPIRATION DATE OF DETERMINATION:** May 31, 2000\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**LOCALITY:** All localities within San Diego County.

Classification (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments			Straight-Time		Overtime Hourly Rate		
			Pension	Vacation/ Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>a</sup> 1 1/2X	Sunday and Holiday
Terrazzo Installer	\$29.55	2.30	1.01	1.72 b	-	8	34.58	49.355	49.355	64.13
Terrazzo Finisher	23.05	2.30	1.01	1.72 b	-	8	28.08	39.605	39.605	51.13

# Indicates an apprenticeable craft. Rates for apprentices are available in the General Prevailing Wage Apprentice Schedules. <sup>a</sup> Saturday in the same workweek may be worked at straight-time rate for the first 8 hours if the employee was unable to complete the 40 hours during the normal workweek. <sup>b</sup> Includes supplemental dues. <sup>c</sup> Shall receive a minimum of 8 hours pay for any day or part thereof. <sup>d</sup> For specific rates over 50 ft. depth, contact the Division of Labor Statistics and Research.

**DESCRIPTION:**

**Engineering Construction**

Refers to construction which requires a Class A license and includes bridges, highways, dams and also power plants and other heavy industrial type projects.

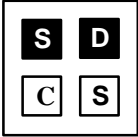
**Building Construction**

Requires a Class B license and includes non-residential buildings (such as hospitals, government buildings, public schools) and commercial buildings (with the exception of industrial buildings).

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded

determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774.



## SAN DIEGO CITY SCHOOLS

Administrative/Support Services • 2351 Cardinal Lane, Annex O, San Diego, CA 92123-3799 • (858) 496-8005  
FAX (858) 496-1936

PROCUREMENT & DISTRIBUTION DEPARTMENT  
Labor Compliance Office

### SAN DIEGO UNIFIED SCHOOL DISTRICT SITE MONITORING NON-DISTRICT SITE MONITOR

#### **RULES OF ENGAGEMENT**

The District Labor Compliance Office will contact organization's representatives that have chosen to participate in the District's Volunteer Labor Compliance Site Monitoring program.

All volunteer site monitors under the direction of the district's Labor Compliance Office will conduct labor compliance site visits, and interview workers on district public works projects. All non-district monitors work schedules will be hand delivered to the district's Labor Compliance Office.

#### Notification:

Organizations shall designate a contact person who will be liaison with the Districts Labor Compliance Office. That person will provide the name(s) of their volunteer monitor(s) to the districts labor Compliance Committee for review.

#### Identification:

Volunteer site monitor representatives must be fingerprinted. Representatives are required to wear a visible district issued picture identification badge whenever they visit a district site. All interviewers must check in with the inspector and site superintendent prior to conducting interviews. All site monitors must have signed Rules of Engagement form on file with the District Labor Compliance Office.

#### Interviewing:

Interviews will be conducted on a non-interference basis, and take a minimum amount of worker's time. Interviews will be conducted utilizing the district's interview form, which shall be delivered to the District Labor Compliance Office by the end of each day after conducting the interview.

#### Observance of District Rules and Regulations:

All interviewers shall observe San Diego Unified School District rules and regulations while on district property. Prohibited behavior/activity includes, but is not limited to, violence, sexual harassment, the display of pornographic materials, the possession of illegal drugs or weapons, use of tobacco, alcohol, use of profanity, verbal or other interchange with students, and wearing provocative T-shirts or other apparel. Safety is of paramount importance.

Access to district sites is for the sole purpose of conducting site monitoring (interviewing). Engaging in the business of union representative or organizing is expressly prohibited and will be cause for termination of monitoring activity at all district sites. The wearing of union apparel (hats, shirts, button, badges, etc) is prohibited



District Contact:

The District's Labor Compliance Office shall be the point of contact for all labor compliance activities, including site monitoring. All labor compliance matters shall be referred to the District Labor Compliance Office.

Acceptance of Fees Prohibited:

In accordance with California Labor Code, acceptance of fees is prohibited by any contractor or outside organization. Unauthorized solicitation of contributions on district property is a violation of this policy.

In-Service Labor Compliance Program:

All volunteer site monitors must attend an orientation on the district's Labor Compliance procedures and related policies in order to qualify as a district site-monitoring representative.

**I AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF THESE RULES. I FURTHER UNDERSTAND THAT ANY VIOLATION OF THESE RULES SHALL BE CAUSE FOR IMMEDIATE AND PERMANENT TERMINATION OF MONITORING ACTIVITIES AT ALL DISTRICT SITES.**

Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

Organization: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

SAN DIEGO UNIFIED SCHOOL DISTRICT  
LABOR COMPLIANCE SITE VISITATION INTERVIEW FORM  
FORMA DE INTREVISTA DEL SITIO SOBRE CONDECENCIA LABORARIA  
Labor Compliance Office 858-496-8005

SITE NAME: \_\_\_\_\_ DATE \_\_\_\_\_  
SITIO: \_\_\_\_\_ FECHA: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

CONTRACT #: \_\_\_\_\_ Interior / Exterior (circle)

CONTRACTOR: \_\_\_\_\_  
CONTRANTE: \_\_\_\_\_

SUBCONTRACTOR: \_\_\_\_\_  
SUBCONTRATANTE \_\_\_\_\_

Person Interviewed: \_\_\_\_\_  
Nombre de Persona Entrevistada

S/S Number \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Numero de Seguro Social

Position Title: \_\_\_\_\_  
Posision O Titulo del Entrevistado

Task Being Performed at Time of This Interview: \_\_\_\_\_  
Clase de Labor Desenpenando al Tiempo de Entrevista

Hourly Pay Rate: \$ \_\_\_\_\_  
Salario Horario

=====

OBSERVATIONS:

Site Inspector: \_\_\_\_\_ Telephone \_\_\_\_\_

Project Superintendent: \_\_\_\_\_ Telephone \_\_\_\_\_

Total number of workers observed on the visit: \_\_\_\_\_

Type of work observed: \_\_\_\_\_

Type of workers observed: \_\_\_\_\_

Was the worker believable?      Yes      No

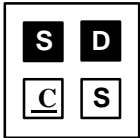
Did the superintendent or foreman accompany you on the site?      Yes      No

Explain additional information received from the worker: \_\_\_\_\_

Interview Conducted by: \_\_\_\_\_

# SITE VISITATION LOG

[illegible]



## SAN DIEGO CITY SCHOOLS

BUSINESS SERVICES DIVISION · 2351 Cardinal Lane, Annex O, San Diego, CA 92123-3799 · (858) 496-8005  
FAX: (858) 496-1936

PROCUREMENT & DISTRIBUTION DEPARTMENT  
Labor Compliance Office

July 21, 2000

Certified Mail

Mr. Priamos Gennaris  
CAM Painting  
13414 Reis Street  
Whittier, CA 90605

# *Sample* *Pre Award Letter*

Dear Mr. Gennaris:

The San Diego Unified School District has identified your firm as the apparent low bidder for Contract #90-225 Portable Contract Moving Services and has scheduled board approval of a contract requiring your compliance with Division 2 Part 7 of the California Labor Code. This will require the payment of prevailing wages to all workers employed on the project and the reporting of the certified weekly payroll to the district's Labor Compliance Office. The Labor Code requires, prior to the start of work, that a person qualified to certify documents for your firm attend a review meeting with the awarding body concerning the Labor Code prevailing wage laws.

The Labor Compliance Office is formally requesting the appearance of the certifying person for the code review, the submittal of the required weekly certified payroll records or nonperformance reports, and the monthly submittal of employment utilization reports, all identified in the contract general conditions.

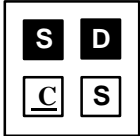
This request is made pursuant to, and authorized by, California State Labor Code Section 1776 (b) (2), which states, "A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations" and California Code of Regulations section 16430 (a) (2).

The goal of the Labor Compliance Office is to provide the necessary information, assistance, forms and procedures to allow your project to move forward on schedule and in compliance with the State's Labor Code.

Please call the San Diego Unified School District's Labor Compliance Office at (858) 496-8005 to set an appointment and receive the necessary forms prior to the start of your project.

Respectfully,

L. L. "Don" Hendrix  
Interim Labor Compliance Officer  
Procurement & Distribution Department



**SAN DIEGO CITY SCHOOLS**

BUSINESS SERVICES DIVISION · 2351 Cardinal Lane, Annex O, San Diego, CA 92123-3799 · (858) 496-8005  
FAX: (858) 496-1936

PROCUREMENT & DISTRIBUTION DEPARTMENT  
Labor Compliance Office

July 27, 2000

Certified Mail

Teri Krummel  
Shaw Contract Flooring  
8320 Camino Santa Fe  
San Diego, CA 92121

***Sample  
Post Award Letter***

Dear Teri Krummel:

The San Diego Unified School District has awarded your firm a contract requiring your compliance with Part 7, chapter 1 of the California Labor Code. This will require the payment of prevailing wages to all workers employed on the project and the reporting of the weekly payroll to the District's Labor Compliance Office.

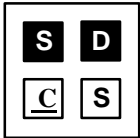
The Labor Code requires, prior to the start of work, that a person qualified to sign and certify for your firm attend a review with the awarding body of the Labor Code prevailing wage laws.

The Labor Compliance Office goal is to provide the necessary information, assistance, forms and procedures to allow your project to move forward on schedule and in compliance with the State's Labor Code.

Please call the San Diego Unified School District's Interim Labor Compliance Office at (858) 496-8005 to set an appointment and receive the necessary forms prior to the start of your project.

Respectfully,

L. L. "Don" Hendrix  
Interim Labor Compliance Officer  
Procurement & Distribution Department



## SAN DIEGO CITY SCHOOLS

BUSINESS SERVICES DIVISION · 2351 Cardinal Lane, Annex O, San Diego, CA 92123-3799 · (858) 496-8005  
FAX: (858) 496-1936

PROCUREMENT & DISTRIBUTION DEPARTMENT  
Labor Compliance Office

March 23, 2000

Certified Mail

Nigel Carey  
Cox Construction Co.  
3170 Scott Street  
Vista, CA 92083-8318

# *Sample* *1st Request for* *Certified Payrolls*

Mr. Carey:

The San Diego Unified School District's Labor Compliance Office is formally requesting copies of Certified Payroll Records and Monthly Utilization Reports for the modernization of Cubberly, Jones and Fletcher schools. We are requesting the records from the beginning of the project through project completion for your firm and all subcontractors.

This request is made pursuant to, and authorized by, California State Labor Code Section 1776 (b) (2) and Section 1776 (g) (3) and the contract general conditions requiring weekly employee payments and weekly certified payroll submittals.

Labor Code Section 1776 (b) (2) states: "A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations."

Labor Code 1776 (g) (3) states: "The contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. In the event that the contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated."

Please forward all weekly Certified Payroll Records and Monthly Utilization Reports on the district and state approved forms previously provided to: San Diego Unified School District, Labor Compliance Office, 2351 Cardinal Lane, Annex O, San Diego, CA 92123. If you have any questions, contact me at (858) 496-8005.

Respectfully,

L. L. "Don" Hendrix  
Interim Labor Compliance Officer  
Procurement & Distribution Department

**Prime Contractor:  
Project:**

Original Request: 02/08/00

This Request: 02/08/00

1. **Monthly Utilization Forms must be provided for:**
  -
2. **Apprenticeship Training Agreement (similar to Form DAS 1) must be provided for:**
  -
3. **Apprenticeship Training Agreement (similar to Form DAS 7) must be provided for:**
  -
4. **Training Fund Contributions (Form CAC 2 or equivalent) must be provided for:**
  -
5. **Public Works Contract Award Information (Form DAS 140) with the name, address and phone number of the training program notified by all project contractors must be provided for:**
  -
6. **Fringe Benefits Statements must be provided for:**
  -
7. **Signed certified Payroll report or statement of Non-Performance with original signatures must be provided for:**

contractors are responsible for submittal of their payrolls and those of their respective subcontractors as one package, which must be in the District's Labor Compliance Office **within one week of each weekly paycheck**. In the event there has been no work performed during a given week, the certified payroll record shall be annotated with the words "No Work" for that week.

  -
8. **To determine the required hours for apprentices on this project we will need the contractor to identify all sub-contractors who will perform work in involving less than \$30,000 or who will be on the project less than 20 calendar days or both.**
9. **Either the Public Works Payroll Reporting Form (Form A-1-131) or the San Diego Unified School District reporting form must be used.**

***Sample***  
***Missing Document List***

**MORSE HIGH SCHOOL RE-ROOF**PRIME CONTRACTOR: **COMMERCIAL AND INDUSTRIAL ROOFING CO., INC**

Original Issue date: 00-00-0000

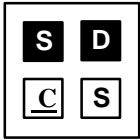
Latest Issue: 00-00-0000

REPORTING CONTRACTOR : <b>COMMERCIAL AND INDUSTRIAL ROOFING CO.,INC</b>								<b>San Diego Unified school</b>		
<b>CONTRACTOR PROVIDED INFORMATION</b>								<b>District comments</b>		
<b>Employee Name &amp; Social Security Number</b>	<b>Work Classification</b>	<b>Week Ending</b>	<b>Rate Paid</b>	<b>Fringes Paid</b>	<b>Gross Per Hour</b>	<b>Hours Worked</b>	<b>Gross Amount Paid</b>	<b>Prevailing Wage Rate</b>	<b>Amount they should have been paid</b>	<b>Difference</b>
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
Total Contractor Difference:										<b>\$0.00</b>

Total Project Difference

\$0.00





## SAN DIEGO CITY SCHOOLS

BUSINESS SERVICES DIVISION · 2351 Cardinal Lane, Annex O, San Diego, CA 92123-3799 · (858) 496-8005  
FAX: (858) 496-1936

PROCUREMENT & DISTRIBUTION DEPARTMENT  
Labor Compliance Office

March 1, 2000

Certified Mail

Mr. Erickson  
Erickson Hall Construction Co.  
115 Market Place, Suite A  
Escondido, CA 92029-1353

*Sample*  
***Certified Payroll Correction Letter***

Dear Mr. Erickson:

The San Diego Unified School District's Labor Compliance Office has formally requested copies of Certified Payroll Records and Monthly Utilization Reports for Bid Project Portable Contract 82 - Phase 2. We have reviewed your submittal and require additional information.

This new request is made pursuant to, and authorized by, California State Labor Code Sections 1774, 1775, 1776, 1777.5, 1777.7, 1810, 1813 and 1815. Additionally, the contract general conditions require weekly certified payroll record submittals to the districts Labor Compliance Office and weekly payment of employee wages.

Labor Code §1776 (b) (2) states: "A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations."

Labor Code §1776 (g) states: "The contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. In the event that the contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portions thereof, for each worker, until strict compliance is effectuated."

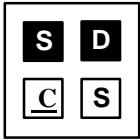
Please correct and supply the data requested in the attachments and submit on approved forms to: San Diego Unified School District, Labor Compliance Office, 2351 Cardinal Lane, Annex O, San Diego, CA 92123.

If you have any questions, contact me at (858) 496-8005.

Respectfully,

L. L. "Don" Hendrix  
Interim Labor Compliance Officer  
Procurement & Distribution Department

Enc. (2)



**SAN DIEGO CITY SCHOOLS**

BUSINESS SERVICES DIVISION · 2351 Cardinal Lane, Annex O, San Diego, CA 92123-3799 · (858) 496-8005  
FAX: (858) 496-1936

PROCUREMENT & DISTRIBUTION DEPARTMENT  
Labor Compliance Office

September 1, 2000

Certified Mail

Mr. Contractor  
A to Z Contractors  
115 Main street, Ste. A  
San Diego, CA 92123

***Sample  
Notice to Correct  
and Withhold***

Mr. Contractor:

The San Diego Unified School District's Labor Compliance Office has reviewed your submittal for Project C-0000 Modernization of Portables and requires additional information and corrections.

This new request is made pursuant to, and authorized by, California State Labor Code Sections 1774, 1775, 1776, 1777.5, 1777.7, 1810, 1813 and 1815. Additionally, the contract general conditions require weekly certified payroll record submittals to the districts Labor Compliance Office and weekly payment of employee wages.

Labor Code 1776 (g) states: "The contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. In the event that the contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portions thereof, for each worker, until strict compliance is effectuated."

Labor Code Section 1727 requires the district to withhold payments due under the contract for underpayment of wages or failing to provide all payroll documents. The district's is withholding \$20,000.00 from the contracts next requested payment. These funds will become available after the Labor Compliance Office is satisfied that the proper wages have been paid and that all required payroll documents have been provided.

Please immediately correct and supply the data requested in the Attachments and return on approved forms within the ten-day period to: San Diego Unified School District, Labor Compliance Office, 2351 Cardinal Lane, Annex O, San Diego, CA 92123. If you wish to dispute this withholding action you may contact and request a hearing from the Labor Commissioner, Division of Labor Standards Enforcement Legal Section at 455 Golden Gate Ave. 9th Floor San Francisco, Ca 94102, per California Code of Regulations section 16413.

If you have any questions, please contact me at (858) 496-8005.

Respectfully,

L. L. "Don" Hendrix  
Interim Labor Compliance Officer  
Procurement & Distribution Department  
Enc. (2)

**SAN DIEGO UNIFIED SCHOOL DISTRICT**

**Report of Action for Prevailing Wage Violations**

Name of Project:\_\_\_\_\_

Contract Number:\_\_\_\_\_ First Advertised Date: \_\_\_\_\_

County Where Work Is Performed:\_\_\_\_\_

Date Notice of Completion Filed:\_\_\_\_\_

Date of Project Acceptance or Current Percent Complete:\_\_\_\_\_

Name and Address of Prime Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project's Scope of Work:\_\_\_\_\_

\_\_\_\_\_

Contractors in Violation of the Labor Code and their Scope of Work:\_\_\_\_\_

\_\_\_\_\_

Statement of the Issues Identified to the Contractor:\_\_\_\_\_

\_\_\_\_\_

Summary of the Audit Investigation:

CPR Spread Sheets

Labor Code Sections Violated:

Summary of Penalty Assessment Justification:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Identify Labor Code 1775 and 1813 Penalties Requested with Calculated Totals:

\_\_\_\_\_

Is the Violation Due to Mistake, Inadvertence or is it a Willful Failure to Pay the Correct Wages:

\_\_\_\_\_

Previous Record in Meeting Prevailing Wage Obligations:\_\_\_\_\_

\_\_\_\_\_

Identify and Provide All Correspondence:\_\_\_\_\_

Identify and Provide Any Contractor Response:\_\_\_\_\_

Recommend Penalty Assessment:\_\_\_\_\_